3/02 CTNNR

CITGO Credit Card Center P.O. Box 9090 Des Moines, IA 50368-9090

Presented First-Class Mail U.S. Postage Paid Wheeling IL Permit # 214

Important information about your account enclosed.

A000000000

SAMPLE A. SAMPLE 123 ANY STREET ANYTOWN, U.S. 12345-6789



Citgo Never Notified &/or Debit Ratified

Mailed 174,490 3/4-3/6

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## IMPORTANT NOTICE REGARDING YOUR ACCOUNT

Gear CITGO Cardmember

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Your CTTGO credit card account has been transferred to Citibank (South Dakota), N.A. Please read this notice carefully for changes regarding your account. This Notice supercedes and replaces any prior notice you may have existed regarding changes to your CITGO credit card account.

As a result of the transfer, and the inectivity of your account, your account will be closed on April 15, 2002. fowever, you can open a new CTIGO credit card account simply by using your existing card on or after April 15, 2002. If you use your card on or after that date, your existing account balance will be transferred to your new account. You may continue to use your existing CTIGO credit card to access your new account will be used to the cardinerment and Credit Card Information with full details of the learns and combines of the new account. We encourage you to read first Notice and Cardinermber Agreement and see if first fairty resistance. ave it for future reference.

you do not want a new account under the terms and conditions described in the Cercimember Agreement below, to not use your CITGO credit card on or after April 16, 2002. You may then pay off any existing account belance a accordance with the terms of your previous cardmember agreement.

a a valued CITGO cardmember, we appreciate your business and look forward to serving you in the years ahead.

endall E. Stork resident & CFO libbank (South Dakota), N.A.

## Citibank (South Dakota), N.A CARDMEMBER AGREEMENT

This Agreement is your Oribank (South Dakota), N.A. Cardmember Agreement. Please read and keep this Agreement for your records. This Agreement is binding on you unliss you carcel your account within 30 days after soaking the card and you have not used or authorized use of your account.

o simplify this Agreement for you, the following delinitions will apply. The words you, your, and yours mean all ersons responsible for complying with this Agreement, including the person who applied to open the account and appears to whom we address billing statements. The word cert means one or more cards or other access leaves, such as account numbers, that we have issued to permit you to obtain credit under this Agreement. The vords way us; and our mean Criticank (South Dakota), NA. The words authorized user means any person to whom our give permission to use your account. The words convenience checks mean one or more checks that we may rouste for you to other in a resh arbance. rovide for you to obtain a cash advance.

Islang Your Account and Your Credit Lina:
In and must be signed to be used. Whether you sign the card or not, you are fully responsible for complying
with all the terms of this Agreement, including the obligation to pay us for all belances due on your account as
pecified in this Agreement. Your card must only be used for lawful transactions.

bur account will have separate credit lines for purchases and cash advances. Your initial purchase and cash dvance credit limits appear on the card carrier. At our decretion and at any time, we may change your purchase or cash advance credit limit. We will notify you of any new linet amount either by sending you a notice or through our billing statement. A change may take effect before you recoke notification from us. You may request a change 3 your purchase or cash advance dredit limit by certacting Customer Service by telephone or mail.

he credit line for purchases is available to buy goods or services wherever the card is honored. Your cash advance he is available for cash through any bank or automated teller machine that accepts the card or by using onwenteriors charges. The amount charged on your account, including purchases, cash advances, finance charges, tess, or other charges, must always termach below your applicable credit first. However, if you exceed your purchase or cash advance credit limit you must still pay us. We may approve transactions that cause the between the your purchase or cash advance credit limit without walving any of our rights under this Agreement.

asiditional Cards:

fadditional Cards:

You may receive additional cards on your account for yourself or others and you may permit an authorized user to
ave access to the card or account number. However, if you do, you must pay us for all charges made by those
ersons, including charges for which you may not have intended to be responsible. You must notify us to revoke
a authorized user's permission to use your account. If you do so, we may close the account and issue a new card
cards with a different account number. You are responsible for the use of each card issued on your account cording to the terms of this Agreement.

your card is a CTGO CELEBRITY card you will pay a \$25 annual fea. The fee is added to the punchase bilance and is non-refundable unless your actify us to cancel your account within 30 days from the making or delivery delte if the billing statement on which the fee is billed.

Billing
Your being statement shows the balance, any finance charges, fees, the minimum payment, and the payment due
date, it also shows your current purchase and cash advance credit finits; an iteraized list of current charges, debits,
payments and credits; a summary of the purchase and cash advance advance activity, including the firmore charges a rate
summary, and other important information. If we deem your account uncollectable or if we institute deinquency
collection proceedings by sending it to an outside collection agency or attorney for collection, we may, in our sole
discretion, stop sending you billing statements.

You must notify us of a change in your address by contacting Customer Service by telephone or mail. We will mail or deliver the billing statement to only one address.

## How We Determine the New Balance:

From the Determine of the reew seasonce:
The local outstanding balance file amount you way appears as the "New Balance" on the billing statement. To determine the New Balance, we begin with the outstanding belance on your account at the beginning of each billing period, called the "Previous Balance" on the billing determent. We add any purchases, cash advances and other debts and subtract any credits and payments cacified so of that billing period. We then add the appropriate finance charges and fees and make other applicable adjustments.

Pariodic Finance Charges:

Periodic Finance Charges:
You will pay a daily partotic rate on the daily balance for purchases and the daily balance for cash advances. The total periodic finance charge for each billing partod is the sum of the daily periodic rate charges on the daily balance for purchases and the daily periodic rate used in determining the periodic finance charge will be a variable rate, which may change from morth to morth. The daily periodic rate is 1926/67 of the sum of an Index plus a Margin. The Index will be the highest Prime Fate published in the "Morrey Rates" section of The Wall Streat Journal within the 90 catendar days immediately proceding, but not including, the first day of each billing partod. The Margin for purchases and cash advances will be 14.99%. The Initial daily periodic rate or your account, beased on an index of 5.0% as of February 6, 20%2, will be a daily periodic rate of 0.054/76% (19.99% Ahimilat. PERCENTAGE PATE). An increase in the Prime Rate will increase the applicable daily periodic rate or purchases. Your account, the rate maintain payment due on your account, they to pay the full amount of the New Balance each month by the due date, no periodic finance charges will be assessed on new purchases. Your account will have a different rate of periodic finance charge after it is cheed because of default or is 60 days or more past due. In that event, the Mergin for purchases and cash advances will increase to 18.99%.

## Daily Balance Calculation:

Daily Balance Calculation:
To get the day betance for purchases and cash advances for each day, we take the beginning belance of purchases and cash advances on your account each day, including any accound but unpaid finance charges and other fees and cash advances on your account each day, including amounts advanced for insurance) to the daily belance for purchases), cash advances to the daily belance for cash advances), or debit adjustments, and subtract any payments, or cash advances, cash advances, and subtract any payments, or cash or day advanced adjustments. Purchases and cash advances are included in the cash betance as of the later of the data of the trensaction or the first day of the billing particl in which the purchase or cash advances entered on your account. However, if you pay the New Balance shown on your previous billing stetement in full on or before the due date shown on that billing statement, new purchases will not be included in the daily balance for purchases.

um Finance Charge:

withinsam rimanes charge:
You will pay a minimum periodic FINANCE CHARGE of \$1.50 for each billing period during which any timance charge accuracy or you will pay a minimum periodic riman. You will pay a minimum periodic rate. We add the amount to the purchass belance if that baterice is being assessed a finance charge is finance charge to be believe if their believes to the processed on purchasses and cash advances, we may add the minimum finance charge to either belance at our discretion.

Transaction Fee for Cash Advances:

Transaction Fee for Cash Advances:
You have obtained a cash advance if you obtain funds from an automated teller machine (ATM); through use of a coxymetrize check or through a financial institution; or engage in another similar transaction. For each coxymetrize check or through a financial institution; or engage in another similar transaction. For each coxymetrize check or the advance, but not sees than \$5. This see will be active to the cash advance balance. (The amount of the cash advance may also include a suncharge that the ATM owner imposes.) The cash advance transaction see may cause the annual percentage rate on the billing statement on which the cash advance first appears to exceed the corresponding annual percentage rate.

## Credit Balance:

Cream anatomics:
You may not mentiatin a credit belance on your account in excess of any assigned credit timit. We will return to you any credit amount over \$1 if the amount has been on your account longer than three months. You may request a returnd of a credit belance at any time. We may reduce the amount of any credit belance by the amount of new charges posted to your account.

## Minimum Amount Duer

Each month you must pay a minimum amount that is equal to the sum of the following emounts:

- The greater of 3.0% of the New Balance shown on your statement flor purposes of this calculation, the New Balance shall be reduced by any amounts which exceed your credit limits and installment amounts due in full for mail and telephone order merchandise) or \$10;
- The greater of amounts which exceed your credit limits or amounts which are past due; and
- Installment amounts due for mail and telephone order merchandise.

Payments:
You must pay at least the minimum amount by the payment due date, and you may pay more at any time without a penalty. The New Balance shown on your billing statement may include amounts subject to different periodic rates. We will alocate your payments and credits to pay off balances at low periodic rates before paying off balances at higher periodic rates. The sconer you pay the New Balance, the less you will pay in finance charges.

Instructions for making payments are on your billing statement. Do not send cash payments. We can accept late or partial payments, as well as payments that reflect "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. You agree to pay us in U.S. dotiess drawn on funds on deposit in the United States using a payment check, similar instrument, or automatic debit that will be processed and honored by your bank. Payments received by 2:00 p.m. will be credited to your account as of the date received. Payments received after 2:00 p.m. will be credited to your account as of the next business day.

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We will ad a late fee to the purchase balance for each billing period you fall to make the minimum payment by its due date. This late fee will ba: \$10 if your account balance is between \$25.00 and \$99.99; \$15 if your account balance is between \$100.00 and \$199.99; and \$20 if your account balance is \$200.00 or more.

Neutrinde Paymont +ea:

We will add a \$25 fee to the purchase balance when a payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned urgalid. At our option, we will assess this fee the first time your check or payment is not hancred, even if it is honored.

Returned Convenience Chack Fee:
We will add a \$25 tea to the cash advance balence if we decline to honor a convenience check. We may
decline to honor such chacks if, for example, the amount of the check would cause the balence to exceed
your cash advance credit first, you default, you did not comply with our instructions regarding the check,
if your account has been closed, or if the card has expired.

Payment Services Fee: We will add a \$5 fee (or the maximum emount permitted by applicable law, whichever is less) to the ourchase balance for payment services we may offer with above you by appuacies any, whichever is easy to the purpose balance for payment services we may offer with above you at your cyclon, to make peayments other than by making them to the payment actives shown on your billing statement. In the event you request optional payment services, we will achies you of the fee associated with your request, and your use of the optional payment services thereafter constitutes your agreement to pay the associated fee. This fee does not apply to payments made through Account Online or other electronic bill payment options.

Photocopy Fee: We will add a 55 fee per copy (or the maximum amount permitted by epplicable law, whichever is less) to the purchase balance for each copy you request of your billing statements, checks, sales slips and/or memorands of transactions, other than copies required for purposes of investigating a billing ency. In the event your request copies, we will advise you of the lea essociated with your request, and your use of the copy services thereafter constitutes your agreement to pay the associated fee.

## Convenience Checks:

Conventience Checks:

Convenience checks may be used to purchase goods and services or to obtain cash up to the amount of your cash advance cradif limit. We will treat convenience checks as a cash advance and charge them against your cash advance line. Each convenience check must be in the form we have Issued and must be used according to any Instructions we give you. Convenience checks may be used only by the person whose name is printed on them. Convenience checks may not be used to pay any amount owed to us under this Agreement or any other Citibank credit card agreement. We will not certify any convenience checks, nor will we return paid convenience checks.

Cost or Stolan Cards, Account Numbers, or Conventence Checks:
If any card, account number, or check is lost or stolen or if you think someone used or may use them without your permission, notify us at once by calling 1-800-769-4484 or Qustomer Service at the telephone number shown on your billing statement. We may require you to provide certain information in writing to help us find out what happened, and to comply with such procedures as we may require in connection with our levestigation. You may be lable for unsuffrorted use of the account, but not for more than \$50.00 won't be lable for unsufforced used the account, but not for more than \$50.00 won't be lable for unsufforced purchases or dark evenages made after verve been notified of the loss or the their, however, you must identify for us the charges on the billing statement that were not made by you, or someone authorized by you, and from which you received no benefit.

Defaur:

You default under this Agreement if you fail to pay the minimum payment listed on each billing statement when due, the for bankruptor, exceed any credit limit, pay by a check or similar instrument that is not honorad or that we must return because it cannot be processed, or pay by automatic detail that its returns unpaid. If you default, we may close your account and demand immediate payment of the full balance.

## Preauthorized Charges:

Typus default, if the card is lost or stolan, or we change your account or account number for any reason, we may suspend automatic changes on that account to third party vendors for insurance premiums or other goods or services. If preauthorized charges are suspended, you must contact the third party vendor to rehistate them. You are responsible for making direct payment for such charges until you rehistate automatic charges.

if we refer collection of your account to a lawyer wino is not our salaried employee, you will be liable for any reasonable attorney's feas we incur, plus the costs and expenses of any legal action, to the extent

ARBITHATION!
PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY, IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION, ARBITRATION HEPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SMILAR PROCEEDING, IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATION INSTEAD OF A JUDGE OR JURY, ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

Agreement to Arbitrate:
Either you or vie may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between you and us (celled "Claims").

name sofered;
What Claims are subject to arbitration? All Claims relating to your account, a prior related account, or our relationship are subject to arbitration, including Claims regarding the application, enforceshifty, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what tegal theory they are based on or what remay (letanegas, or infundition of obstantion yreight they seek.
This includes Claims based on contract, tont (including intentional tort), troud, agency, your or our negligence,

statutory or regulatory provisions, or any other sources of faw, Calms made as counterclaims, cross-claims, hitrid-party claims, Interpleadars or otherwise; and Calms made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Ceim advanced in that proceeding by any other party. Calms and remarks sought as part of a class action, private altomaty general or other representative action are subject to arbitration on an individual (non-class, con-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.

- Whose Claims are subject to arbitration? Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as a co-applicant or authorized user of your account, an employee, agent, representative, affiliated company, predecessor or successor, held, assignee, or studies in bankruptcy.
- What time frame applies to Claims subject to arbitration? Claims arising in the past, present, or future, including Claims arising before the opening of your account, are subject to arbitration.
- Broadest Interpretation, Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federel Arbitration Act (the "FAA").
- What about Claims filed in Small Claims Court? Claims filed in a small claims court are not subject to arbitration, so long as the melter remembs in such coart and advances only an Individual (non-class, non-representative) Claim.

## How Arbitration Works:

How does a party initiate arbitration? The party filing an arbitration must choose one of the following How does a party mease anotrosom in perty sing an anotrason must crosse on or the conowing three arbitration firms and follow for sites and procedures for infesting and pursuing an arbitration. America Arbitration Association, JAMS, and National Arbitration Forum. Any arbitration hearing that you altered will be held at a place chosen by the arbitration firm in the same city as the U.S. Obstict Court closes to your fine current bling address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the three schiltration firms and forms and instructions for initiating an arbitration by contacting them as follows:

# American Arbitration Association 935 Medison Avenue, Floor 10 New York, NY 10017-4605

Web site: www.adrong

1920 Main Street, Suite 300 Ivine, CA 92610

Web site: www.lamsadr.com

Netional Arbitration Forum

P.O. Box 50191 Minneapolis, MN 55405

Web site: www.ariotration-forum.com

At any time you or we may ask an appropriate court to compet arbitration of Claims, or to stay the trigetion of Claims pending arbitration, even if such Claims are part of a lawauit, unless a trial has begun or a final judgment has been entered. Even if a party falls to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

- connection with any other Cleims.

  What procedures and law are applicable in arbitration? A single, neutral arbitrator will resolve Claims. The arbitrator will be alther a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the estituration time. The arbitration will follow procedures and rules of the arbitration is filled unless those procedures and rules are inconsistent with this Agreement, in which case the Agreement will prevel! Those procedures and rules may find the discovery evaluation by our us. The arbitrator will take reasonable sleps to protect customer account information and other confidential information it requested to do so by you or us. The arbitrator will expely applicable substantive law consistent with the FAA and applicable statutes of limitations, will monor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by course. The arbitrator will make any award in writing and, if requested by you or us, full provide a brief statement of the reasons for the sward. An award in arbitrator shall determine highly and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

  Who bears? Whoever this the arbitration pass the filtel if fine te. If we file, we one if yet its.
- Who pays? Whoever files the arbitration pays the Initial filing fee, if we file, we pay, if you file, you pay, unless you get a fee welver under fire applicable nies of the arbitration film. If you have paid the Initial filing fee and you prevail, we will enthibutes you for that fee. If there is a hearing, we will pay any fees of the arbitration arbitration arbitration film in the first day of that hearing. At other fees will be altocated as provided by the rules of the arbitration film and applicable law. However, we will advance or reimbures your fees it the arbitration film or arbitration film and applicable law. However, we will advance or reimbures your fees it the arbitration film or arbitration film and applicable law. However, we will advance or reimbures your fees it the we determine there is good reason for ordings on. Each party will bear the expense of that party's attorneys, experts, and witnessees, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitration, applying applicable law, so determines.
- any or as expertises non-renorment party in one environment, expense expense expense expense expenses that who can be a party? Claims must be brought in the nerve of an individual person or entity and must proceed on an individual pron-class, non-representativel basis. The entitlestor will not award reader for or against anyone who is not a party, if you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, provide attorney general action or other oppresentatives action, nor may such Claim to pursued on your or our behalf in any highation in any court. Claims, individing assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, or explorants are activated users on a single account and/or related accountable or removate artificiates are here considered as one account. accounts, or corporate afflictes are here considered as one person.
- When is an arbitration award final? The arbitrator's award is final and binding on the perties unless a party appeals it in writing to the arbitration time within litteen days of notice of the award. The appeal must request a new arbitration before a panal of three neutral arbitrations designated by the same arbitration firm. The panal will consider all factural and legal issues anow, follow the same rules that apply to a

## Survival and Severability of Terross

This arbitration provision shall survive: (i) termination or changes in the Agreement, the account, and the relationship between you and us concerning the account; (ii) the benkruptcy of any party; and (iii) any transfer, sale or assignment of your account, or any amounts owed on your account, to any other person or entity, it any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed

## Credit Reporting:

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Credit Reporting:

We may report your performance under this Agreement to credit reporting agencies, including your failure to make minimum payments on time. If you request additional cards on your account for others, you understand that we may report account information in your name as well as in the names of those other people. We may also obtain follow-up credit reports on you (for exemple, when we review your account for a credit first increase). If you wish to know the names of the agencies we have contacted, well us at the address fisted on the bitting statement. We will try to notify you by telephone or by mall of any legal process served on us in order to give you an opportunity to object to it, unless the law profibite the notice.

if you think we reported erroneous information to a credit reporting agency, write us at the Customer Service address shown on your billing statement. We will promptly investigate the matter and if our investigation shows you are right, we will contact each credit reporting agency to whom we reported and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone and instruct you how to submit a statement of your position to those agencies. Your statement will become a part

## Telephone Monitoring and Recording:

From time to time we may monitor and record your telephone calls regarding your account with us to assure the quality of our service.

## Closing Your Accounts

Volume y does your ecocumit at any time by notifying us in writing. However, you remain responsible to pay the balance according to the terms of this Agreement. We may close your account or suspend your account privileges at any time for any reason without prior notice. We may also reissue a different card, account number, or different checks at any time. You must return the card or the checks to us upon request.

## Refusal of the Corri

We are not responsible if a transaction on your account is not approved, either by us or by a third party, even if you have sufficient credit available. We may limit the number of transactions that may be approved in one day. If we detect unusual or suspicious activity on your account, we may temporarily suspend your credit privileges until we can verify the activity.

## Changing this Agreement:

Changing this Agreement. We can also add not separate the service of the annual percentage rate, at any time. We can also add or delete provisions relating to your account and to the nature, extent, and serforcement of the rights and obligations you or we may have relating to this Agreement. These changes are binding on you. However, if the change will cause a fee, rate or minimum payment to increase, we will make you written notice at least 15 days before the beginning of the billing period in which the change becomes effective. If you do not agree to the change, you must notify us in writing within 25 days after the effective date of the change and pay us the balance, either at once or under the terms of the unchanged Agreement. Unless we notify you otherwise, use of the card after the effective date of the change shall be deemed acceptance of the new terms, even if the 25 days have not expired.

## Enforcing this Agreement

We can delay in enforcing or fail to enforce any of our rights under this Agreement without issing them.

ta Oř у0 We reserve the right to assign any or all of our rights and obligations under this Agreement to a third party.

The terms and enforcement of this Agreement shall be governed by federal law and the law of South Dakota, where we are located.

## For Further Informations

Cell us at the telephone number shown on your billing statement. You can also call to 5-fee at 1-800-756-2484.

Kendall E. Stork President & CEC Citibank (South Dakota), N.A.

@2002 Citibank (South Dakota), N.A.

## What To Do If There's An Error in Your Bill.

ur Billing Alghts. Keep This Notice For Future Use.

This notice contains important information about your rights and our responsibilities under the Fair Orecit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill.

If you fill by your billing statement is wrong, or if you need more information about a transaction on your billing statement, write to us (on a separate sheet) at the address provided in the Billing Rights Summary portion on t back of your billing statement. Write to us as soon as possible, We must hear from you no later than 60 days after we sant you the first billing statement on which the error or problem appeared. You can telephone us, but daing so will not preserve your rights.

## In your letter, give us the following information:

- Your name and account number.
   The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.
- Pleasa sign your letter.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any errount you think is wrong. To stop the payment you must tell us at least three business days before the automatic payment is scheduled to occur.

Vour Rights and Our Hespansibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe your billing statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report your account as definquent. We confinue to bill your for the armount you question, including intence charges, and we can apply any unpaid amount against your credit tine. You do not have to pay any questioned amount while we are investigating, biff you are still obligated to pay the parts of your balance that are not in question.

If we find that we made a mistake on your billing statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and yo will have to make up any missed payments on the questioned amount, in either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation closs not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we J must fell arrow we report you to that you have a question bout your bill. And, we must fell arrow the remains are actions of anyone to whom we reported your account information. We must tell arroune we report you to that the matter has been settled between us when it is finally settled.

if we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your billing statement was correct

Special Rule for Credit Card Purchases.
If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to connect the problem with the membrant, you may have the fight not to pay the remaining amount due on the property or services. There are two limitations on this right:

• You must have made the purchase in your home state or, if not within your home state,

- within 100 miles of your current address; and The purchase price must have been more than \$50

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the

## Credit Card Information

Annual percentage rate (APH) for purchases	19.99%	٦ ال
Other APRs	Cash advance APR: 19.99% Default rate: 23.99%. See explanation below.*	<del>₹</del>
Variable rate information	Your APRs may vary. The rate for purchases and cash advances is determined monthly by adding 14,99% to thindex." The default rate is determined monthly by adding 18,99% to the Index."	y hes go
Grace period for repayment of balances for purchases	25 days if you pay your balance in full by the due date.	7
Method of computing the balance for purchases	Average daily balance (including new purchases)	31
Annual fees	CITGO Plus Card; None CITGO Celebrity Card; \$25	
Minimum finance charge	\$1.50	ì

Transaction fee for cash advances: 5% of the amount of each cash advance, but

not less than \$5,00.

Late fee: \$10.00 if your account balance is between \$25,00 and \$99,99; \$15,00 if your account balance is between \$100.00 and \$199,99; \$20,00 if your account balance is \$200.00 or male;

"Your purchase and cash advance APRs will increase to the default rate if your account

becomes 60 days past due or is closed because of default.
"The Index will be the highest Prime Rate published in the "Money Rates" section of The Wall Street Journal within the 90 calendar days immediately preceding the first day of each billing cycle.

2/02 OTGO25

CITGO Credit Card Center P.O. Box 9090 Des Moines, VA 50368-9090

Presorted First-Class Mail U.S. Postage Paid Wheeling IL Permit # 214

## Important information about your account enclosed.

A000000000

SAMPLE A SAMPLE 123 ANY STREET ANYTOWN, US 12345-6789



CITGO Low Fico (\$25)

Mailed 12,805 2/13-2/15

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## Dear CRGO Cardmember,

The Issuer of your CTGO credit card account, Associates National Benk (Delaware), has merged with Citibank Routh Dakotal, N.A. As a result, the words "we, us, and our" as used in your existing Cardmambar Agreement now refer to Cathenk (South Dakota), N.A. and the terms and enforcement of your Cardmamber Agreement will be governed by federal law and the law of South Dakota.

For additional changes regarding your account, see the Notice of Change in Terms below.

Kendail E. Stork President & CEC Citibank (South Dakota), N.A.

## NOTICE OF CHANGE IN TERMS

Effective as of the first day of your first billing period that begins on or after March 15, 2002 ("Effective Date"), we are changing the terms of your account by amending and restafing your existing Cardinamber Agreement, including substituting or adding the provisions below. The terms and provisions contained in the attached Cardinamber Agreement replace the terms and provisions of your existing Cardinamber Agreement. We encourage you to read this notice and the attached Cerdmember Agreement and save it for future reference.

Margin Usad to Calculate Periodic Finance Charges: The Margin for purchases and cash advances will be 14,99%. If your account is closed because of clafault or becomes 60 days or more past due, the Margin for purchases and cash advances will increase to 18,59%. Please read the "Periodic Finance Charges" paragraph in the attached Cardmanber Agreement.

Late Fee; We will add a late tee to the purchase balance for each billing period you fall to make the minimum payment by its due date. This tate fee will be: \$10 if your account balance is between \$25.00 and \$59.99, \$15 if your account balance is between \$100.00 and \$199.99; and \$20 if your account balance is \$200.00 or more.

Minimum Amount Due: Each month you must pay a minimum amount that is equal to the sum of the

- The greater of 3.0% of the New Balance shown on your statement (for purposes of this catoutation, the New Balance shall be reduced by any emounts which exceed your credit (mits and installment amounts due in full for mail and telephone order merchandise) or \$10;
- The greater of amounts which exceed your credit limits or amounts which are past due; and
- Installment amounts due for meil and telephone order merchandis

Returned Payment Fee: We will add a \$25 fee to the purchase beforce when a payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned unpaid. At our option, we will assess this fee the first time your check or payment is not honored, even if it is honored upon resubmission.

Returned Conventience Check Fee; We will add a \$25 fee to the cash advance balance if we decline to honor a convenience check. We may decline to honor such checks if, for example, the amount of the check would cause the balance to exceed your cash advance credit limit, if you default, if you did not comply with our instructions regarding the check, if your account has been closed, or if the card has expired.

Arbitration: We are substituting a new arbitration provision which will replace the arbitration provision contained in your existing Cardmember Agreement, Please read the new arbitration provision carefully.

You have the right to reject the changes described in this Notics of Change in Terms. If you choose to reject the changes, you must notify us by writing to us at OTGO Charift Card Center, PO. Box 9300, Das Moines, lows 50388-930, within 26 days either the Efective Detail they choose to reject the changes, your occount will be closed and you may pay off the balance of your account under the existing terms. If you choose to reject the changes and your account has an annual lea, you will receive a pro-rata retund of the fee as a credit to your account. If you use your account has an annual lea, you will receive Date, you agree to the changes event if you and us notice relecting the changes. The terms and enforcement of your account will be governed by feetable lew and the law of South Dakota even if you choose to reject that changes described in this Notice of Change in Terms.

The above is a summary of certain of the changes being made to your account. For more detailed informetion, please review the attached Cardmember Agreement carefully and keep it with your important records.

# Citibank (South Dakota), N.A. CARDMEMBER AGREEMENT

This Agreement is your Cribbank (South Dakola), N.A. Cardmernber Agreement. Please read and keep this Agreement for your records. This Agreement is binding on you unless you cancel your account within 50 days after receiving the card and you have not used or authorized use of your account.

To simplify this Agreement for you, the following definitions will apply. The words you, your, and yours mean all reserving reserving early and the control of the co provide for you to obtain a cash advance.

## Using Your Account and Your Credit Line:

The eard must be signed to be used. Whether you sign the card or not, you are fully responsible for complying with all the terms of this Agreement, including the obligation to pay us for all belances due on your eccount as specified in this Agreement, Your card must only be used for lawful transactions.

Your account with have separate credit lines for purchases and cash advances. Your initial purchase and cash advance credit limits appear on the card cartier. At our discretion and at any time, we may change your purchase or cash advance credit limit. We will notify you of any new limit amount either by sending you a notice or through your billing statement. A change may take effect before you receive notification from us. You may request a change to your purchase or cash advence credit limit by contacting Customer Service by telephone or mail.

The credit line for purchases is available to buy goods or services wherever the card is honorad. Your cash advence ine is available for cash through any bank or automated teler machine that accepts the card or by using convenience checks. The arround charged on your account, including purchases, cash advences, finance charges, see, or other charges, must always remain below your applicable credit first. However, if you acceed your purchase or cash advence oredit limit you must still pay us. We may approve transactions that cause the balance to exceed your purchase or each advance credit limit without waiving any of our rights under this Agreement.

You may request additional cards on your account for yourself or others and you may permit an authorized user to have access to the card or account number. However, if you do, you must pay us for all charges made by those persons, including charges for which you may not have intended to be responsible. You must notify us to revoke. an authorized user's permission to use your account. If you do so, we may close the account and issue a new card or cards with a different account number. You are responsible for the use of each card issued on your account according to the terms of this Agreement.

## Membership Fee:

You will pay an annual fee of \$25. The fee is added to the purchase belance and is non-refundable unless you notify us to cancel your account within 30 days from the mailing or delivery date of the billing statement on which the fee is billed.

Billing:
Your billing statement shows the belance, any finance charges, fees, the minimum payment, and the payment due date. It also shows your current purchase and cash advance credit limits, an itember of list of current charges, debts, payments and credit; a summary of the punchase and cash advance activity, including the finance charges; a rate summary, and other important intermetion. If we deem your account uncollectible or it we institute delinquency collection proceedings by sending it to an outside collection agency or attorney for collection, we may, in our sole discretion, stop sending you billing statements.

You must notify us of a change in your address by contacting Customer Service by telephone or mail. We will mall or deliver the billing statement to only one address.

## How We Determine the New Ralances

Now we betermine the new idealnose: The total outstanding belance (the amount you owe us) appears as the "New Balence" on the billing statement. To determine the New Balance, we begin with the outstanding betance on your account at the beginning of each billing period, called the "Previous Balance" on the billing statement. We add any purchases, cash advances and other debts are doubted any credits and payments credited as of that billing period. We then add the appropriate finance charges and fees and make other applicable adjustments.

Manace charges and fees and make other applicable adjustments.

Perhotic Finance Charges:
You will pay a daily periodic rate on the daily baterice for purchases and the daily betance for cash advances. The total periodic finance charge for each billing period is the sum of the daily periodic rate charges on the daily betance for cash advances for each day in the billing period. The daily periodic frace charge will be a variable rate, which may change from month to month. The daily periodic rate during each billing period will be 1/2/95° of the sum of an Index plus a Margin. The Index will be the highest Prime Rate published in the "Morsey Patest" section of The Walf Street Journal within the 90 calendar days immediately preceding, but not including, the first day of each billing period. The Margin for purchases and cash advances will be 14.59%. The final day periodic rate on your account, based on an Index of 50% as of Perbauty 6, 2002, will be a daily periodic rate (or 56/76% (19.95% ANNUAL PERCENTAGE PATE). An increase in the Prime Rate will increase the applicable daily periodic rate, on your account, the total periodic rate on your account, the second periodic rate on your account. If you pay the full amount of the New Balance each morsh by the due etals, no periodic finance charges will be assessed on may purchases. Your account will have a different rate of periodic finance charge after it is closed because of default or is 60 days or more past due. In that event, the Margin for purchases are death advances will increase to 18.99%.

Daily Batanics Calculation:

To get the daily batanic for purchases and cash advances for each day, we take the beginning belance of purchases and cash advances on your account each day, including any accrued but unpaid firance charges and other fees through the previous day, add any new purchases (including amounts advanced for insurance) to the daily belance for purchases), as a devances to the daily belance for cash advances, for daily daily staments, and suitact any payments, credits or credit adjustments. Purchases are daily advances are included in the daily belance os of the later of the daily of the transaction or the first day of the billing period in which the purchase or cash advances is entered on your account. Havever, if you pay the New Belance shown on your previous billing statement in full on or hefore the due cate shown on that billing statement, new purchases will not be included in the daily belance for purchases.

## Minimum Finance Charge:

View will pay a minimum periodic FINANCE CHARGE of \$1.50 for each biting period during which any finance charge accrues on your account as a result of application of the delty periodic rate. We add the amount to the purchase baterioe if that behave is being assessed a finance charge. We add the amount to the cash advance behave it for behave is terming assessed a finance charge, if a finance charge is being assessed on purchases and each advances, we may edd the minimum finance charge to either behaves at our discretion.

## Transaction Fee for Cash Advances:

You have obtained a cash advance if you obtain funds from an automated tellar machine (ATM); through use of a convenience chack or through a triancial institution; or engage in another stiller transaction. For each cash advance, we add an additional FinANCIC CHARGE of 50% of the amount of the advance, but not less than \$5. This fee will be added to the each advance has called containing an acceptance. (The amount of the advance, but not less than \$5. This fee will be added to the each advance real selection cannot not the cash advance real selection cannot be acceptant and the advance are selections are carried as that the ATM owner imposes.) The cash acknown the selection cannot be considered that the advance are selections and the selection cannot be considered to the selection of the selection cannot be considered to the selection of the selection o statement on which the cash advance first appears to exceed the corresponding annual percentage rate.

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## Credit Balances

You may not maintain a credit belance on your account in excess of any essigned credit limit. We will return to you any credit amount over \$1 if the amount has been on your account knoper than three months. You may request a return of a credit balance at any time. We may reduce the amount of any credit balance by the amount of new charges posted to your account.

Minimum Amount Dus: Each month you must pay a minimum amount that is equal to the sum of the totlowing amounts:

- The greater of 3.0% of the New Balance shown on your statement (for purposes of this calculation, the The gleater of some of all new powers a shown on your accessions for pulsioness or the backbests, the New Palance shall be reduced by any amounts which exceed your credit limits and instalment amounts due in full for mail and telephone order merchandise) or \$10;
- The greater of amounts which exceed your credit limits or amounts which are past due; and
- Installment amounts due for mail and telephone order merchandise.

You must pay at least the minimum amount by the payment due date, and you may pay more at any time without a penalty. The New Balance shows on your billing statement may include amounts subject to different periodic rates. We will allocate your payments and credits to pay off balance at low pariodic rates before paying off balances at higher periodic rates. The scorner you pay the New Balance, the lass you will pay in finance charges.

Instructions for making payments are on your billing statement. Do not send cash payments. We can accept late or partiel payments, as well as payments that reflect 'pard in tall' or other restrictive endorsements, without lasting any of our rights under this Agreement. You agree to pay us in U.S. dofers down on funds on deposit in the United States using a payment check, white Instrument, or automatic debit that will be processed and honored by your bank. Payments received by 2:00 p.m. will be credited to your account as of the date accelered. Payments received after 2:00 p.m. will be credited to your account as of the next business day.

Vie will act a late fee to the purchase balance for each billing period you fail to make the minimum payment by its due date. This late fee will be: \$10 if your account belence is between \$25.00 and \$99.93; \$15 if your account balance is between \$100.00 and \$199.99; and \$20 if your account balance is \$200.00 or more.

Returned Payment Fee:
We will add a \$25 fee to the purchase balance when a payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned unpaid. At our option, we will assess this fee the first time your check or payment is not honored, even if it is honored. Joon resultanission.

## Returned Convenience Check Fee:

We will add a \$25 test to the cash advence belance if we dedine to honor a convenience check. We may dedine to honor such obecks if, for exemple, the amount of the check would cause the belance to exceed our cash advence credit limit, if you default, if you old not comply with our instructions regarding the check, I your account has been closed, or if the card has expired.

## <sup>2</sup>ayment Services Fee:

"ayment services res:

All the wall add a 55 fee for the maximum amount permitted by applicable law, whichever is less) to the purchase relation for payment services we may offer which allow you, at your option, to make payments other than by nating them to the payment acroises shown on your bring statement. In it is event you request optional eayment services, we will advise you of this deep secolated with your request, and your use of the optional asyment services thereafter constitutes your agreement to pay the associated res. This tee does not apply to asyments made through Account Châne or other electronic bill payment options.

Photocopy Fes:

We will add a \$5 fee per copy (or the maximum amount permitted by epplicable law, whichever is less) to the unchase belance for each copy you request of your billing statements, checks, sales slips end/or nemorands of transactions, other than copies requested for purposes of Investigating a billing error. In the verif you request copies, we will advise you of the fee associated with your request, and your use of the opp services thereafter constitutes your agreement to pay the associated fee.

## convenience Checks:

Convenience criceism may be used to purchase goods and services or to obtain cash up to the amount of our cash advance credit limit. We will treat convenience checks as a cash advance and charge them gainst your cash advance line. Each convenience check must be in the form we have issued and must be said according to any Instructions we give you. Convenience checks may be used only by the person those name is printed on them. Convenience checks may not be used to gay any amount owed to us note this Agreement or any other Criticank credit card agreement. We will not certify any convenience hacks, nor will we return paid convenience checks. hacks, nor will we return paid convenience checks,

## ost or Stolen Cards, Account Numbers, or Convenience Checks:

any card, account number, or commentance checkers and card, account number, or check is last or siden or if you think someon used or may use them thout your permission, notify us at once by calling 1-800-756-2484 or Customer Service at the telephone under shown on your billing statement. We may require you to provide certain information in writing to help 5 find out what happeared, and to comply with such procedures as we may require in connection with our veetilgation. You may be liable for unauthorized use of the account, but not for more than \$50, You won't a liable for unauthorized purchases or cash advances made after we've been notified of the loss or the eft; however, you must identify for us the charges on the billing statement that were not made by you, or smeane authorized by you, and from which you received no benefit.

u default under this Agreement if you fail to pay the minimum payment listed on each billing statement when as, fail to make a payment to any other creditor when dus, fail for bankouptcy, exceed any credit limit, pay by characteristics similar instantant that is not honoxed or that we must return because it cannot be processed, or by by advantatio debit that is returned unpaid. If you datauit, we may close your socount and demand mediate payment of the full belance.

Presentinarized Charges:

If you default, if the card is lost or stolen, or we change your eccount or account number for any reason, we may suspend automatic drages on that account to third party ventors for insurance premiums or other goods or services, if presentinoread charges are suspended, you must contect the third party ventor to rehestate them. You are responsible for making direct payment for such charges until you reinstate automatic charges.

## Collection Costs:

Contention Models.

If we refer collection of your eccount to a lawyer who is not our salaried employee, you will be liable for any reasonable attorney's fees we incur, plus the costs and expenses of any legal action, to the extent permitted by law.

## ARBITRATION:

ARBITRATION
PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY
DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION, ARBITRATION REPLACES THE RIGHT TO
GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS
ACTION OR SIMILAR PROCEEDING, IN ARBITRATION, A DISPUTE IS RESOLVED BY AN
ARBITRATION INSTEAD OF A JUDGE OR JURY, ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

## Agreement to Arbitrate:

Either you or we may, without the other's consent, elect mandatory, binding erbitration for any claim, dispute, or controversy between you and us (called "Claims").

- Visits Covered:

  What Claims are subject to arbitration? At Claims relating to your account, a prior related account, or our relationship are subject to arbitration, housing Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. At Claims are subject to arbitration, no meties what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, int (notuding intentional tort), fraud, agency, your or our negligance, statutory or regulatory provisions, or any other sources of law, Claims made as counteredness, consectains, thirti-party claims, intentiplications or otherwise; and Claims made independently or with other claims. A party who intenties a processing in count may elect, arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a claims action, private etimely general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis,
- Whose Claims are subject to arbitration? Not only ours and yours, but also Claims made by or against
  anyone connected with us or you or claiming through us or you, such as a co-applicant or authorized
  user of your account, an employee, agent, representative, affiliated company, predecessor or successor,
  hair, assignee, or trustee in bankrupkoy.
- What time frame applies to Claims subject to arbitration? Claims arising in the past, present, or future, including Claims arising before the opening of your account, are subject to arbitration.
- Broad-st interpretation. Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").
- What about Claims filed in Small Claims Count? Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Cielm.

## How Arbitration Works

ow Artification Works:

How does a party initiate arbitration? The party filing an arbitration must choose one of the following three arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association, JAMS, and National Arbitration Forum. Any arbitration hearing that you attend will be hald at a piace chosen by the arbitration in in this same of use as the U.S. Distort Court closes to your their current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the three arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

American Arbitration Association 335 Madison Avenue, Floor 10 New York, NY 10017-4605

Web site: www.adr.org

1920 Main Street, Suite 300

Irvine, CA 92610 Web site: www.jamsadi.com

National Arbitration Forum

P.O. Box 50191 Minneapolis, MN 55405

Web site: www.arbitration-forum.com

At any time you or we may ask an appropriete court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims per part of a lawsuit, unless a triel has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any perticular time, or in connection with any perticular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

What procedures and law are applicable in arbitration? A single, neutral arbitrator will resolve Claims. The erbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filled unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement with prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. The arbitrator will

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apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any clamages or other ceans or privilege recognized at law, a we nake the power to award to a party any deringes or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by courses. The arbitrator will make any awerd in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An awerd in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other partion, or on the resolution of any other dispute.

- Who pays? Whoever files the arbitration pays the initied filing fee. If we file, we pay; if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you preveit, we will raimburse you for that tee. If there is a hearing, we will pay any fees of the arbitration and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or raimburse your fees if the arbitration firm or arbitration determines there is good reason for requiring us to do so, or flyou ask us and we determine there is good reason for doing so. Each party will beer the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party in the arbitration. applying applicable law, so determines.
- witho can be a party? Celaris must be brought in the name of an individual person or entity and must proceed on an individual person or entity and must proceed on an individual pro-class, non-representative) basis. The arbitrator will not award relief for or against enyone who is not a party, if you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Clearin in epitierion as a class action, privide alternary general action or other representative action, nor may such Claim be pursued on your or our behalf in any intigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate atflitates are here considered as one person.
- When is an arbitration award final? The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fillen days of notice of the eward. The appeal party appeals it in writing to the arbitration firm within fillen days of notice of the eward. The appeal must requisit a new arbitration before a panel of three neutral arbitrations designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the mejority. Costs will be allocated in the same vay they are allocated for arbitration before a single arbitrator. An award by a panel is find and binding on the parties after filleen days has passed. A final and binding example is when the proceeding the parties of the parties of the parties arbitration. subject to judicial review and enforcement as provided by the FAA or other applicable law

## Survival and Severability of Terms:

This artistration provision shall survive: (I) termination or changes in the Agreement, the appoint, and the In a cutation provides it said service, we enhanced to charges in the Agreement, or account, and relationship between you and us concepting the account, by the banksuptcy of any pasty, and (ii) any transfer, sale or assignment of your account, or any amounts owed on your account, to any other person or entity, if any portion of this artitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing.

Credit Reporting:
We may report your performance under this Agreement to credit reporting agencies, including your failure to make minimum payments on time. If you required additional cards on your account problems, mounting your balling to make minimum payments on time. If you required additional cards on your account for others, you understend that we may report account information in your name as well as in the names of those other people. We may also obtain follow-up credit reports on you (for example, when we review your account for a credit limit harrease). If you wish to know the anames of the agencies we have contacted, write us at the address listed on the billing statement. We will try to notify you by teleptions or by mail of any legal process served on us in order to give you an opportunity to object to it, unless the law prohibits the notion.

If you-think wa reported emoneous information to a credit reporting agency, write us at the Customer Service address shown on your billing statement. We will promptly investigate the matter and if our investigation shows you are right, we will contact each reporting agency to whom we reported and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone and instruct you how to submit a statement of your position to those agencies. Your statement will become a part of your credit record with them.

## Telephone Monitoring and Recording:

From time to time we may monitor and record your talephone calls regarding your account with us to assure the quality of our service.

## Clasing Your Account:

You may dose your account at any time by notifying us in writing. However, you menain responsible to pay the balance according to the terms of this Agreement. We may close your account or suspend your account privileges at any time for any reason without prior notice. We may also reissue a different cand, account number, or different checks at any time. You must return the card or the checks to us upon request

We are not responsible if a transaction on your account is not approved, either by us or by a third perty, even if you have sufficient credit available. We may limit the number of transactions that may be approved in one day, if we detect unusual or suspicious activity on your account, we may temporarily suspend your credit privileges until we can verify the activity.

Changing this Agreement:
We can drange this Agreement, including all fees and the annual percentage rate, at any time. We can also add or delete provisions relating to your account and to the nature, whent, and enforcement of the rights and obligations you or we may have relating to this Agreement. These changes are binding on you.
However, if the change wall cause a fee, rate or minimum payment to increase, we will mail you written notice at least 15 days before the beginning of the billing period in which the change becomes effective, if you do not agree to the change, you must notify us in writing which 25 days after the effective date of the change and pay us the balance, either at once or under the terms of the unchanged Agreement. Unless we notify you otherwise, use of the cert drifts the effective date of the new terms, even if the 25 days have not excited. notify you otherwise, use of the card after the effective the new terms, even if the 25 days have not expired.

Enforcing this Agreement:
We can delay in enforcing or fall to enforce any of our rights under this Agreement without losing them.

We reserve the right to assign any or all of our rights and obligations under this Agreement to a third party,

The terms and enforcement of this Agreement shall be governed by federal law and the law of South Dakota, where we are located.

## For Further Information:

Cell us at the felsphone number shown on your billing statement. You can also call toll-free at 1-800-756-2484.

Kendall E. Stork Prasident & CEO

Citibank (South Dakota), N.A.

@2002 Citibank (South Dakota), N.A.

## What To Do If There's An Error In Your Bill.

## Your Billing Rights. Keap This Notice For Future Use.

This notice contains important information about your rights and our responsibilities under the Feir Credit Billing Act.

## Notify Us in Case of Errors or Questions About Your Bill.

I wormly doe in the seaso of Ether's or quipositions present intermation about a transaction on your billing statement is wrong, or if you creed more information about a transaction on your billing statement, write to us for a separate sheet at the actives provided in the Billing Flights Summany portion on the back of your billing statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first billing statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following Information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error, if you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can also the payment on any amount you think is wong. To stop this payment you must tell us at least three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must edinowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe your billing statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report your account as delinquent. We can continue to thill you for the amount you question, including harbard charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are Investigating, but you are still obligated to pay the parts of your belance that are not in question.

If we find that we made a mistake on your billing statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a misterio, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still retuse to pay, we must tell anyone we inport you to that you have a question about your bill. And, we must tell you the name and address of anyone to whom we reported your account information. We must tell anyone we report you to that the matter has been settled between us when it is finely satified.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your billing

## Special Rule for Credit Card Purchases.

operain nate not cream. Carro Paramses.

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitetions on this right:

- You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current address; and
- The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisament for

Presorted First-Class Mail U.S. Postage Paid Wheeling IL. Permit # 214

important information about your account enclosed.

SAMPLE A SAMPLE 123 ANY STREET ANYTOWN, US 12345-6789

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CITGO Credit Card Center P.O. Box 9090 Des Moines, lA 50368-9090

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## Daer CITGO Cardmember

The issuer of your CITGO credit card account. Associates National Bank (Delaware), has merged with Cithank (South Dakota), N.A. As a result, the words "we, us, and our" as used in your existing Cardinember Agreement now refer to Clabank (South Dakota), N.A. and the terms and enforcement of your Cardinember Agreement will be coverned by federal law and the law of South Dakota.

For additional changes regarding your account, see the Notice of Change in Terms below.

Sincerely

Kendali E. Stori President & CEO Citibenk (South Dakote), N.A.

## NOTICE OF CHANGE IN TERMS

Effective as of the first day of your first biling period that begins on or after March 15, 2002 ("Effective Date"), we are changing the terms of your account by amending and restating your existing Cardmamber Agreement, including substituting or adding the provisions below. The terms and provisions contained in the attached Cardmamber Agreement replace the terms are provisions of your existing Cardmamber Agreement peace that terms are provisions of your existing Cardmamber Agreement. We encourage you to read this notice and the attached Cardmamber Agreement and save it for future releasence.

Margin Used to Calculate Periodic Finance Charges: The Margin for purchases and cash advances will be 14.99%. If your account is crosed because of default or becomes 60 days or more past due, the Margin for purchases and cash advances will increase to 18.99%. Plasse read the "Periodic Finance Charges" paragraph in the attached Cardmember Agreement,

<u>Late Feet</u> We will add a lete tee to the purchase belance for each biling period you tall to make the minimum payment by its clue date. This late fee will be: \$10 fl your account balance is between \$26,00 and \$99,99, \$15 fl your account belance is between \$100,00 and \$199,99, and \$20 fl your account belance is \$20,000 or more.

Minimum Amount Dus: Each month you must pay a minimum amount that is equal to the sum of the following amounts:

- The greater of 3 0% of the New Balance shown on your statement (for purposes of this calculation, the New Balance shall be reduced by any emounts which exceed your credit limits and installment amounts due in full for mail and telephone order marchandise) or \$10;
- · The greater of amounts which exceed your credit limits or amounts which are past due; and
- Installment amounts due for meil and telephone order merchandise

<u>Returned Payment Fee:</u> We will add a \$25 fee to the purchase balance when a payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic dabit is returned unpaid. At our option, we will assess this fee the first time your check or payment is not honored, even if it is honored upon resubraission.

Returned Convenience Check Fee: We will add a \$25 fee to the cash advance balance if we decline to honor a convertience check. We may decline to honor such checks if, for example, the amount of the check would cause the batence to exceed your cash advance credit first, if you default, if you did not comply with our instructions regarding the check, if your account has been closed, or if the card has expired.

<u>Arbitration</u>: We are substituting a new arbitration provision which will replace the arbitration provision contained in your existing Cardmember Agreement, Please read the new arbitration provision carefully.

You have the right to reject the changes described in this Notice of Change in Terms. If you choose to reject the changes, you must notify us by writing to us at OTGO Credit Card Center, P.O. Box 9090, Des Moines, Iowa 50398-9099, within 25 days eiter the Effective Date, if you choose to reject the changes, your account will be closed and you may pay off the balance of your account under the existing terms, if you choose to reject the changes and your account that an annual fee, you will receive a pro rata refund of the fee as a credit to your account. If you use your account on or effer the Effective Date, you agree to the changes even if you sent us notice rejecting the changes. The terms and enforcement of your account will be governed by federal law and the law of South Dehota even if you choose to reject the changes described in this Notice of Change in Terms.

The above is a summary of cartain of the changes being made to your account. For more databad information, please review the attached Cardinember Agreement carefully and keep it with your important records.

## Citibank (South Dakota), N.A. CARDMEMBER AGREEMENT

This Agreement is your Cilibank (South Dakota), N.A. Cardmember Agreement. Please read and keep this Agreement for your records. This Agreement is binding on you unless you cancel your account within 30 days after receiving the card and you have not used or authorized use of your account.

To simplify this Agreement for you, the following definitions will apply. The words you, your, and yours meen all persons responsible for complying with this Agreement, including the person who applied to open the account and the person to whom we address billing statements. The word card means one or more cards or other access devices, such as account numbers, that we have issued to permit you to obtain oradit under this Agreement. The words we, us, and our mean Citibank (South Dakota), N.A. The words authorized user means any person to whom you give permission to use your account. The words convenience checks mean one or more checks that we may provide for you to obtain a cash advance.

## Using Your Account and Your Credit Line:

The card must be signed to be used. Whether you sign the card or not, you are fully responsible for complying with all the terms of this Agreement, including the obligation to pay us for all belances due on your account as specified in this Agreement. Your card must only be used for lawful transactions.

Your account will have separate credit lines for purchasse and cash advances. Your initial purchasse and cash advance credit limits appear on the card carrier. At our disoretion and at any time, we may change your purchass or cash advance credit limit. We will notify you of any new limit amount either by sending you a notice or through your billing statement. A change may take effect before you receive notification from us. You may request a change to your purchase or cash advance credit limit by confacting Customer Service by telephone or mail.

The credit line for purchases is available to buy goods or services wherever the card is honorart. Your cash advence line is available for cash through any bank or eutomated teller machine that accepts the card or by using convenience checks. The amount draiged on your account, including purchases, cash advances, finance charges, fees, or other charges, must always terrain below your applicable credit limit, knower, if you acceed your purchase or cash advance credit limit you must still pay us. We may approve transactions that cause the balance to exceed your purchase or cash advance credit limit without walving any of our rights under this Agreement.

You may request additional cards on your account for yourself or others and you may permit an authorized user to have access to the card or account number. However, if you do, you must pay us for all charges made by those persons, including charges for which you may not have intended to be responsible. You must notify us to revoke an authorized user's permission to use your account, if you do so, we may close the account and issue a new card or cards with a different account number, You are responsible for the use of each card issued on your account account account account account account.

## Mambershio Fee:

You will pay an enrusel fee of \$25. The fee is added to the purchase balance and is non-refundable unless you notify us to cancel your account within 30 days from the matting or delivery date of the billing statement on which the fee is hillert.

Your billing statement shows the balance, any finance charges, fees, the minimum payment, and the payment due data. It also shows your current purchase and cash advance credit limits; an tembed list of current charges, debts, payments and credits; a summary of the punchase and cash advance activity, including the finance charges; a rate summary and other important information. It we deem your account uncollectible or it we institute definiquency collection proceedings by sending it to an outside collection agency or attorney for collection, we may, in our sole discretion, stop sending you billing statements.

You must notify us of a change in your address by contacting Customer Service by telephone or mail. We will mail or deliver the billing statement to only one address.

## How We Determine the New Balanca:

The total outstanding balance fith amount you owe us) appears as the "New Balance" on the billing statement. To determine the New Balance, we begin with the outstanding balance on your account at the beginning of each billing period, called the "Frenkus Balance" on the billing statement. We add any purchases, cash advances and other debits and subtract any credits and payments credited as of that billing period. We then add the appropriate finance charges and fees and make other applicable adjustments.

Periodic Finance Charges:
You will pay a daily periodic rate on the daily balance for purchases and the daily balance for cash advances. The total periodic finance charge for each billing period is the sum of the daily periodic finance charges on the daily balance for purchases and the daily balance for cash advances for each day in the billing period. The daily periodic rate used in determining the periodic finance charge will be a variable rate, which may charge from month to month. The delity periodic ratio during each billing period will be 1/265° of the sum of an Index plus a Margin. The index will be the highest Prime Rate published in the "Money Raties" section of *The Well Street Journal* within the 90 calender days immediately preceding, but not including, the first day of each billing period. The Mergin for purchases and cesh advances will be 14.99%. The initial daily periodic rate on your account, based on an index of purchases and cash advances will be 14.99%. The initial daily periodic rate on your account, based on an index of 50% as of February 6, 2002, will be a daily periodic rate of 0.05476% (fig.199% ANNIAL, PERCENTAGE RATE). An increase in the Prime Rate will increase the applicable daily periodic rate, which may increase the minimum payment due on your account. If you pay the full amount of the New Balance acch month by the due date, no periodic finance changes will be assessed on new purchases. Your account will have a different rate of periodic finance change after it is closed because of dateuit or is 60 days or more past due. In that event, the Margin for purchases and cash advances will increase to 18,99%

## Dally Salance Calculation:

Daily Satismore Carculations:
To get the day before for purchases and cash advances for each day, we take the beginning belance of purchases and cash advances on your occount each day, including any accrued but unpaid finance charges and other fees ifnough the previous day, add any new purchases finating amounts advanced for insurance) flor the daily belance for purchases, cash advances, for be daily belances for cash advances, for a beday before for cash advances, for the daily between the date of the daily between the date of the daily between and cash advances, are included in the daily between so if the later of the date of the transaction or the first day of the billing period in which the purchase or cash advances is entered in your account. However, if you gay the New Balance shown on your previous Deling statement, new purchases will not be included in the daily balance for purchases.

## Winimum Finance Charge:

transmitter Primance Charges:

You will pay a minimum principolic FinANCE CHARGE of \$1.50 for each billing period during which any finance charge accrues on your account as a result of application of the daily periodic rate. We add the amount to the purchase balance if that balance is being assessed an inance charge. If a finance achieve the being assessed on purchases and cash advances, we may add the minimum finance others is finance achieved or being assessed on purchases and cash advances, we may add the minimum finance others to either balance at our discretion.

## Transaction Fee for Cash Advances:

Nemeabour re or case superiores to characteristics of the superior of the supe ATM owner imposes.) The cash advance transaction fee may cause the annual percentage rate on the billing statement on which the cash advance first appears to exceed the corresponding annual percentage rate.

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## Credit Balanca:

create senances:

You may not mathain a credit belance on your account in excess of any assigned credit limit. We will return
to you any credit amount over \$1 if the amount has been on your account longer than three months. You
may request a returd of a credit belance at any time. We may reduce the amount of any credit belance by
the amount of new charges posted to your account.

## Minimum Amount Due:

Each month you must pay a minimum amount that is equal to the sum of the following amounts:

- The greater of 3.0% of the New Balence shown on your statement (for purposes of this calculation, the New Balance shall be reduced by any amounts which exceed your credit limits and installment amounts due in full for mait and telephone order merchandiss) or \$10;
- The greater of amounts which exceed your credit limits or amounts which are past due; and
- Instellment amounts due for mail and telephone order merchandise.

Payments; You must pay at least the minimum amount by the payment due date, and you may pay more et any time without a penalty. The New Balance shows on your brilling statement may include amounts subject to different periodic rates. We will allocate your payments and credits to pay off balances at low periodic rates before paying off balances at higher periodic rates. The sconer you pay the New Balance, the lass you will see the ference change. pay in finance charges.

Instructions for making payments are on your billing statement. Do not send cash payments. We can accept late or partiel payments, as well as payments that reflect "paid in full" or other restrictive endorsements, without losting any of our rights under this Agreement. You agree to pay us in U.S. dollars drawn on funds on deposit in the United States using a payment check, shaller instrument, or automatic debit that will be processed and honored by your bank. Payments received by 2000 p.m. will be credited to your account as of the date received. Payments received effect 2000 p.m. will be credited to your account as of the next business day.

Large 7-ees Vis will aid a lais fee to the purchase balance for each billing period you tail to make the minimum payment by its due data. This late fea will be; \$10 if your account balance is between \$25.00 and \$99.99; \$15 if your account balance is between \$100.00 and \$199.99; and \$20 if your account balance is \$20.00 or more.

reductive registers and building the purchase balance when a payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned unpaid. At our option, we will assess this fee the first time your check or payment is not honored, even if it is honored

## Returned Convenience Check Fee:

never make detremented cheek Feet. We may the will all at \$25 fee to the scat ackence batence if we decline to honor a convenience check. We may fectine to honor such checks if, for exemple, the amount of the check would cause the batence to exceed cutz cash ackence credit limit, if you default, if you did not comply with our instructions regarding the check, fyour account hat been closed, or if the card has expired.

## Payment Services Fea:

"ayment services reer view will ad a 55 fee for the maximum amount permitted by applicable taw, whichever is less) to the purchase stance for payment services we may offer which allow you, at your option, to make payments other than by nailing them to the payment address shown on your being statement. In the event you request optional sayment services, we will addee you of the tee associated with your request, and your use of the optional sayment services thereafter constitutes your agreement to pay the associated ser. This tee does not apply to sayments made through Account Ciroline or other electronic bit payment options.

\*\*Photocopy Fise:
Ye will edd a \$5 fee per copy (or the maximum amount permitted by applicable law, whichever is less) to the such asset before a feeth copy you request of your billing etalements, checks, sales aligs and/or nemoranched of intrassctions, others than copies requested for purposes of investigating a billing eror. In the verify you request copies, we will advise you of the see associated with your request, and your use of the opy services thereafter constitutes your agreement to pay the associated tee.

## Convenience Checks:

convenience Checks:

Non-estinacy clocks may be used to purchase goods and services or to obtain cash up to the amount of our cash advance credit limit. We will treat convenience checks as a cash advance and charge them gainst your cash advance line. Each convenience chack must be in the form we have issued and must be said according to any listinations we give you. Convenience checks may be used only by the person those name is printed on them. Convenience checks may he used only by the person those name is printed on them. Convenience checks may not be used to pay any emount owed to us due this Agreement or any other cibbank credit card greenent. We will not certify any convenience heads, nor will we return paid convenience checks.

neces, not wan we return pact contrained a rection.

set or Statien Carda, Account Numbers, or Convenience Checks:

any card, account number, or check is lost or stolen or if you think someone used or may use them whould your permission, notify us at once by calling 1-800-756-2484 or Customer Service at the telephone mather shown on your billing statement. We may require you to provibe cardain filtermation in writing to help 1 find out what happened, and to comply with such procedures as we may require in connection with our vestigation. You may be liable for unauthorized out-of the account, but not for more than \$50. You won't eliable for unauthorized purchases or cash advances made after wa've bean contied of the loss or the aft, however, you must identify for us the charges on the billing statement that were not made by you, or means authorized by you, and from which you received no benefit.

un default under this Agreement if you fall to pay the minimum payment listed on each billing statement when as, fail to make a payment to any other creditor when due, file for benkruptcy, exceed any credit limit, pay by check or similar instrument that is not hanged or that we must return because it cannot be processed, or y by automatic debit that is instrumed unpaid. If you default, we may close your account and demand mediate payment of the full balance.

Presutherized Charges:
If you default, if the eard is lost or stolen, or we change your account or account number for any reason, we may suspend automatic charges on their account to third party vendors for insurance premiums or other goods or services. If presultinaized charges are suspended, you must contact the third party vendor to reinstate them. You are responsible for making direct payment for such charges until you reinstate automatic charges.

The aristro-collection of your account to a lawyer who is not our salaried employee, you will be liable for any reasonable attorney's fees we inour, plus the costs and expenses of any legal action, to the extent

ARBITRATION:
PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BRIDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COUNT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY, ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

Agreement to Arbitrate:
Either you or we may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between you and us (called "Claims").

- Nature Covered:

  What Claims are subject to arbitration? At Claims relating to your account, a prior related account, or our relationship are subject to arbitration, including Claims regarding the application, enforceasity, or interpretation of this Agreement and this arbitration provision. At Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or historice or declaratory relief) they seek. This incides Colams based on contract, int (including intentional torit, hand, egency, your or our negligence, statutory or regulatory provisions, or any other sources of law, Claims made as counterdains, occas-dains, statutory or regulatory provisions, or any other sources of law, Claims made accounterfains, occas-dains, which intends a proceeding in out, may elect arbitration with respect to any Claim advenced in that proceeding by any other party. Claims and remedies sought as part of a class section, private atomicy general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the erbitrator may award retef only on an individual individual individual processes.
- Whose Claims are subject to arbitration? Not only ours and yours, but also Claims made by or against anyone connected with us or you or deliming through us or you, such as a co-applicant or authorized user of your account, an employee, agent, representative, affiliated company, predecessor or successor, but another or but had a formation. heir, assignea, or trustee in bankruptcy.
- What time frame applies to Claims subject to arbitration? Claims arising in the past, present, or future, including Claims erising before the opening of your account, see subject to arbitration.
- Broadest interpretation. Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").
- What about Claims filed in Small Claims Court? Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an inchidual (non-class, non-representative) Claim.

## How Arbitration Works:

flow Arithration Manks:
Now does a party initiate arbitration? The party filing en arbitration must choose one of the following three arbitration firms and follow lits rules and procedures for initiating and pursuing an arbitration. American Arbitration Association, JAMAS, and National Arbitration Forum. Any arbitration facing that you attend will be hald at a place chosen by the arbitration firm in the same of the state of the control court closest to your time outwell biting address, or at some other piece to which you and we agree in writing. You may obtain cogles of the ourset rules of each of the three arbitration firms and forms and instructions for initiating an arbitration to contaction from as of cloves: arbitration by contacting them as follows:

## American Arbitration Association

335 Madison Avenue, Floor to New York, NY 10017-4605

Web site: www.adr.org

1920 Main Street, Suite 300 Irvine, CA 92610

Web site: www.iamsadr.com

## National Arbitration Forum

P.O. Box 50191 Minneapolis, MN 55405

Web site: www.arbitration-forum.com

At any tima you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawstit, unless a trial his begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require entitination at a later time or in connection with any other Claims.

What procedures and taw are applicable in arbitration? A single, neutral arbitrator will resolve Cairns. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and nules of the arbitration firm in effect on the date the arbitration is fled unless those procedures and rules are inconsistent with this Agreemant, in which case this Agreemant will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other consideratial information if requested to do so by you or us. The arbitrator will

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apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by coursel. The arbitrator will made any award in writing and, if requested by you or us, will provide a brief statement of the rescors for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

- Who pays? Whoever files the arbitration pays the initial filing fee. If we file, we pay; if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you preval, we will reimburse you for that fee, if there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the pribitration firm and applicable law. However, we will advance or remindures your fees if the artification firm or arbitration determines there is good rescon for requiring us to do so, or if you set us and we determine there is good rescon for doing so. Each party will been the expense of that party's attorneys, expents, and with assess, and other expenses, regardless of which party precisits, but a party may recover any or all expenses from another party if the arbitrator, production of the party are considered to the party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.
- Who can be a party? Claims must be brought in the name of an individual person or entity and must proceed on an individual franchese, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person
- When is an arbitration award tinal? The arbitrator's award is final and binding on the parties unless a when is an allow and award man't in a distriction shall be award is finite and protingly on the parties unless of party appeals it in writing to the erithration firm within filters days of notice of the award. The appeal must request a new arbitration before a panel of three neutrel arbitrators designated by the same arbitration firm. The panel will consider ell factual and legal issues anew, tollow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in this same way they are allocated for arbitration before a single arbitrator. An award by a parall is finel and binding on the pertiss after filters days has passed. A final and binding arward is subject to judicial review and enforcement as provided by the FAA or other applicable law

## Survival and Severability of Terms:

This arbitration provision shall survive; (i) termination or changes in the Agreement, the account, and the relationship between you and us concerning the account; (ii) the barloupicy of any party; and (iii) any tensitier, sele or assignment of your account, or any amounts owed on your account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unanforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing.

## Credit Reporting

Credit Reporting:

We may report your performance under this Agreement to credit reporting agencias, including your failure to make minimum payments on time. If you request additional cards on your account for others, you understand that we may report account information in your name as well as in the names of those other people. We may also obtain follow-up credit reports on your (for exemple, when we review your account for a credit infill increase). If you wish to know the names of the agencies we have contacted, while us at the address listed on the billing stetement. We will try to notify you by telephone or by mail of any legal process served on us in order to give you en opportunity to object to it, unless the law prohibits the notice.

If you think we reported erroneous information to a oredit reporting agency, write us at the Customer Service address shown on your bifring statement. We will promptly investigate the matter and if our investigation shows you ser right, we will contact each oredit reporting agency to whom we reported and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone and instruct you how to submit a statement of your position to those agencies. Your statement will become a part of your credit record with them.

## Telaphone Monitoring and Recording:

From time to time we may monitor and record your telephone calls regarding your account with us to assure the quality of our service.

## Clasina Your Accounts

Volumey close your account at any time by notifying us in writing. However, you remein responsible to pay the belance according to the terms of this Agreement. We may close your account or suspend your account privileges at any time for any reason without prior notice. We may also reissue a different card, account number, or different checks at any time. You must return the card or the checks to us upon request.

## Refusal of the Cards

We are not responsible if a transaction on your account is not approved, either by us or by a third party, even if you have sufficient credit evallable. We may limit the number of transactions that may be approved in one day, if we detect unusual or suspicious activity on your account, we may temporarily suspand your credit privileges until we can verify the activity

Changing this Agreement.

We can change this Agreement.

We can change this Agreement, including all fees and the annual percentage rate, at any time. We can also add or delete provisions relating to your account and to the nature, extent, and enforcement of the rights and obligations you or we may have relating to this Agreement. These changes are binding on you. However, if the change will cause a fee, rate or minimum payment to increase, we will mail you written notice at least 15 days before the beginning of the biting period in which the change becomes effective, if you do not agree to the change, your must notify us in writing within 25 days after the effective date of the change and pay us the balance, either at once or under the terms of the unchanged Agreement. Unless we notify you otherwise, uses of the card after the effective date of the change shall be deemed acceptance of the new terms, even if the 25 days have not exchant. the new terms, even if the 25 days have not expired.

## Enforcing this Agreements

We can delay in enforcing or fail to enforce any of our rights under this Agreement without losing them.

We reserve the right to assign any or all of our rights and obligations under this Agreement to a third party.

The terms and enforcement of this Agreement shall be governed by federal law and the law of South Dakota,

## For Further Information:

Call us at the telephone number shown on your billing statement. You can also call toll-free at 1-800-756-2484.

Kendall E. Stork President & CEO Citibank (South Dakotal, N.A.

©2002 Citibank (South Dakota), N.A.

## What To Do If There's An Error in Your Bill,

## Your Billing Rights. Keep This Notice For Future Use.

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

## Notify Us In Case of Errors or Questions About Your Bill.

If you think your billing statement is wrong, or if you need more information about a bansaction on your billing statement, write to us (on a separate sheat) at the address provided in the Billing Plights Summery portion on the back of your billing statement. Write to us as soon as possible, We must hear from you no later then 60 days after we sent you the first billing statement on which the error or problem appeared. You can telephone us but driven on will not present your drivite. us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account rumber
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

if you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment you must tell us at least three business days before the automatic payment is scheduled to occur.

Your Right's and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 90 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe your billing statement was correct. After we receive your letter, we cannot sty to collect any amount you question, or report your account es desinquent. We can continue to till you for the amount you question, including limenac charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your belance that are not in question.

If we find that we made a mistake on your billing statement, you will not have to pay any finance charges related to any questioned amount, if we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fell to pay the amount that we think you owe, we may report you as deliriquent. However, if our explanation does not setiaty you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bil. And, we must tell you the name and address of anyone to whatm we reported your account information. We must tell anyone we report you to that the matter has been settled between us when it is finally settled.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bising statement was correct

Special Rule for Credit Card Purchases.
If you have a problem with the quality of property or services that you purchased with a credit card, and you have tired in good takin to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two finitetions on this right:

- You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current address; and
- The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for

Presorted First-Class Mail U.S. Postage Paid Wheeling II. Permit # 214

Important information about your account enclosed.

SAMPLE A SAMPLE 123 ANY STREET ANYTOWN, US 12345-6789

0000000000

CITGO Base & E-BIII

Mailed 440,349 2/13-2/15

(8)

OTGO Credit Card Center P.O. Box 9080 Des Mohes, lA 50368-9090

2/02 CITGOBER

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The issuer of your CITGO credit card account, Associates National Bank (Delaward), has marged with Citibank (South Dakota), N.A. As a result, the words "we, us, are our" as used in your existing Cardmember Agreement now refer to Citibank (South Dakota), N.A. and the terms and enforcement of your Cardmember Agreement will be governed by federal law and the law of South Dakota.

For additional changes regarding your account, see the Notice of Change in Terms below.

Sincerely

Kendall E. Stork President & CEO Citibenk (South Dakote), N.A.

## NOTICE OF CHANGE IN TERMS

Effective as of the first day of your first billing period that begins on or after March 15, 2002 ("Effective Date"), we are changing the terms of your account by amending and restating your existing Cardmernber Agreement, including substituting or adding the provisions below. The terms and provisions contained in the attached Cardmernber Agreement enders the terms and provisions of your existing Cardmernber Agreement, We encourage you to read this notice and the attached Cardmernber Agreement and seve it for future reference.

Margin Used to Calculate Periodic Finance Charges: The Margin for purchases and cash advences will be 14,99%. If your account is closed because of default or becomes 60 days or more past due, the Margin for purchases and cash advances will increase to 18,99%. Please read the "Periodic Finance Charges" paragraph in the atlached Cardmamber Agreement.

Latie Fee: We will add a late fee to the purchase balance for each bring period you tot to make the minimum payment by its due date. This late fee will be: \$10 if your account balance is between \$25.00 and \$39.99; \$15 if your account balance is between \$100.00 and \$199.99; and \$20 if your account balance is \$200.00 or more.

Minimum Amount Due: Each month you must pay a minimum amount that is equal to the sum of the following

- The greater of 3.0% of the New Batance shown on your statement (for purposes of this calcutation, the New Batance shall be reduced by any amounts which exceed your credit limits and installment amounts due in full for mail and installment amounts due in full for mail and installment order membandise) or \$10;
- The greater of amounts which exceed your credit limits or amounts which are past due; and
- Installment amounts due for mall and telephone order merchandise.

Returned Payment Fee: We will add a \$25 fee to the purchase balance when a payment chack or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned unpaid. At our option, we will assess this fee the first time your check or payment is not honored, even if it is honored upon resubmission.

Returned Convenience Check Fee; We will add a 825 fee to the cash advence belance if we decline to honor a convenience check. We may decline to honor such checks if, for exemple, the amount of the check would cause the balance to exceed your cash advence credit limit, if you default, if you did not comply with our instructions regarding the check, if your account has been closed, or if the card has expired.

Artitration: We are substituting a new arbitration provision which will replace the erbitration provision contained in your existing Cardmember Agreement. Please read the new arbitration provision carefully.

You have the right to reject the changes described in this Notice of Change in Terms. If you choose to reject the changes, you must notify us by writing to us at CTGO Credit Card Carder, P.O. Box 9090, Des Moines, tows 500388-9090, within 25 days after the Effective Date. If you choose to reject the changes, your eccount will be closed and you may pay off the balance of your eccount under the existing terms. If you choose to reject the Changes and your account has an annual les, you will receive a provide rain of the les as credit to your account has an annual les, you will receive a provide rain of the les as credit to your account on or after the Effective Date, you agree to the changes even if you sent us notice rejoining the changes. The lemms and enforcement of your account will be governed by federal law and the law of South Datkota even if you choose to reject the changes described in this Notice of Change in Terms.

The above is a summary of certain of the changes being made to your account. For more detailed information, please review the attached Cardmember Agreement carefully and keep it with your important records.

## Citibank (South Dakota), N.A. CARDMEMBER AGREEMENT

his Agreement is your Olibanik (South Dakota), N.A. Cardmember Agreement, Pleasa read and keep this prement for your records. This Agreement is binding on you unless you cancel your account within 30 days after caking the card and you have not used or authorized use of your account.

o simplify this Agreement for you, the following definitions will apply. The words you, your, and yours mean all assors responsible for complying with this Agreement, including the person who applied to open the account and appearson to what we active shilling statements. The word card means one or more cards or other access Jericas, such as account numbers, that we have issued to permit you to obtain credit under this Agreement. The words we, us, and our mean Citidarik (South Deixita), N.A. The words authorized user means any person to whom you give permission to use your account. The words convenience checks mean one or more checks that we may provide for you to obtain a cash advence.

Using Your Account and Your Credit Line:
The card must be signed to be used. Whether you sign the card or not, you are fully responsible for complying, with all the terms of this Agreement, including the obligation to pay us for all balances due on your account as specified in this Agreement. Your card must only be used for lawful transactions.

Your account will have separate credit linss for purchases and cash solvences. Your inities purchases and cash advance credit linds appear on the card carrier. At our discretion and at any time, we may change your purchase or cash advance credit britt. We will notify you of any new limit amount enters by sending you a notice or through your billing statement. A change may take eliect before you receive notification from us. You may request a change to your purchase or cash advance credit limit by contacting Customer Service by tetephone or mail.

The cradit line for purchases is available to buy goods or services wherever the card is honored. Your cash advance the is available for cash through any bank or automated teler mechine that accepts the card or by using convenience checks. The emount changed on your account, including purchases, cash advances, firstnoe charges, rese, or charges, must always remain below your applicable condit finit. However, if you exceed your purchase or cash advance credit limit you must still pay us. We may approve transactions that cause the balance to exceed your purchase or cash advance credit limit without waiving any of our rights under this Agreement.

## Additional Cards:

Additional Cards: You may requise additional cards on your account for yourself or others and you may permit an authorized user to have access to the card or account number. However, if you do, you must pay us for all charges made by those persons, including charges for which you may not have intended to be responsible. You must polify us to revoke an authorized user's permission to use your account. If you do so, yee may poke the account and issue a new card or cards with a different account number. You are responsible for the use of each card issued on your account according to the terms of this Agreement.

## Membership Fee:

If your card is a CTIGO CELEBRITY card you will pay a \$25 annual fee. The iee is added to the purchase balance and is non-refundable unless you notify us to cancel your account within 30 days from the mailing or delivery date of the billing statement on which the iee is billed.

Billing:
Your billing statement shows the balance, any finance charges, feas, the minimum payment, and the payment due date. It also shows your current purchase and cesh advance credit initis; an itemized list of current charges, debts, experients and credits; a simmany of the prunchase and cash advance activity, including the finance charges; a rule summany; and other important information. If we deem your account uncodecible or if we institute definquency contains the properties he sending in to an outside collection agency or altomey for collection, we may, in our sole collection proceedings by sending it to an outside collection agency or attorney for collection, we may, in our sola discretion, stop sending you billing statements.

You must notify us of a change in your address by contacting Customer Service by telephone or mail. We will mail or deliver the billing statement to only one address.

## How We Determine the New Salance:

Trave we betermine the new leadenings:

The total outstanding balance (the amount you owe us) appears as the "New Balance" on the billing statement. To determine the New Balance, we begin with the outstanding balance on your account at the beginning of each billing period, called the "Previous Balance" on the billing statement. We add any purchases, cash advances and other debits and subtract any credits and psynentis credited as of that billing period. We then add the appropriate finance charges and fees and make other applicable adjustments.

finance charges and tests and make other applicable adjustments.

Periodic Finance Charges:

You will pay a daily periodic rate on the deliy balance for purchases and the daily balance for cash advances. The total periodic finance charges on the daily periodic rate periodic finance charges on the daily periodic rate periodic finance charge from the daily periodic rate outside rate, which may change from month to morth. The daily periodic rate during each balling period will be 1/385° of the sum of an index place and the daily periodic rate during each balling period will be 1/385° of the sum of an index place and finance will be the highest Prime Rate published in the "Money Places" section of 17the Well Street Journal within the 90 celendar days immediately precading, but not including, the first day of each billing period. The Margin for purchases are cash advances with e 14.95%. The thirtial daily periodic rate on your account, based on an index of 5.0% as of February 6, 2002, will be a daily periodic rate of 0.05476% 119.99% ANNUAL PERCENTAGE PATE). An increase in the Prime Pate will increase the applicable daily periodic rate, which may increase the minimum ayment due on your account; if you pay the full amount of the New Balance search month by the due date, no periodic finance charges will be assessed on new purchases. Nour account will have a different rate of periodic finance charges after its observable because of default or is 60 days or more past dua. In that event, the Margin for purchases and cash advances will increase to 18,99%. purchases and cash advances will increase to 18.99%

Bally Balance Calculation:

To get the oilly balance for purchases and cash advances for each day, we take the beginning balance of purchases and cash advances for each day, including any accrued but unpaid finance charges and other fees afrough the positious day, add any new purchases (including amounts advanced for insurance) (to the day belance for cash educates), or debt adjactments, and belance for cash educates), or debt adjactments, and belance any against, credits or credit equatments. Purchases and cash advances are included in the debt belance as of the later of the date of the francaction or the first day of the billing period in which the purchase or cash advances is entered on your account. However, if you pay the New Educate shown on your previous billing statement in full on or before the due date shown on that billing statement, new purchases will not be included in the daily halance for purchases.

## Minimum Finance Charge:

wantiment entitiables charger. You will pay a milhorum periodic FINANCE CHARIGE of \$1.50 for each billing period during which any finance charge accuses on your account as a result of application of the delity periodic rate. We add the amount to the purchase before if that belance is being assessed a finance charge. We add the amount to the cash advance belance if that belance is being assessed as finance charge if a finance charge if a finance charge if a finance charge is being assessed or purchases and cash advances, we may add the minimum finance charge to either balance at our discretion.

## Transaction Fee for Cash Advances:

Trainstation rever or class abvances:
You have obtained a cash advance if you obtain funds from an automated teller mechine (ATM); through use of a convenience check or brough a thendell institution; or engage in another similar transaction. For each cash advance, we add an additional FINANCE CHARGE of 5.0% of this amount of the advance, but not less than \$5.
This tes will be added to the cash advance belance, fine emount of the cash advance may also include a sucheage will be added to the cash advance belance, from emount of the cash advance may also include a sucheage. that the ATM owner imposes.) The cash advance transaction fea may cause the annual percentage rate on the billing statement on which the cash advance first appears to exceed the corresponding annual percentage rate.

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## Credit Balance:

You may not maintain a credit balance on your account in excess of any assigned credit limit. We will return to you any credit amount over \$1 if the amount has been on your account longer than three months. You may request a refund of a credit balance at any time. We may reduce the amount of any credit balance by the amount of new charges posted to your account.

## Minimum Amount Duer

Each month you must pay a minimum amount that is equal to the sum of the following amounts:

- The greater of 3.0% of the New Balance shown on your statement flor purposes of this calculation, the New Balance shell be reduced by any amounts which exceed your credit limits and installment amounts due in full for mail and telephone order merchandse) or \$10;
- The greater of amounts which exceed your credit limits or amounts which are past due; and
- Installment amounts due for mail and telephone profes merchandise.

You must pay at least the minimum amount by the payment due date, and you may pay more at any time without a penelly. The New Balance shown on your billing statement may inducte amounts subject to different periods rates. We will allocate your payments and credits to pay off balances at low periodic rates before paying off balances at higher periodic rates. The sconeryour pay the New Balance, the leass you will pay in finance charges.

Instructions for making payments are on your billing statement. Do not send cash payments. We can accept late or partial payments, as well as payments that reflect "paid in full" or other restrictive endorsaments, without losing any of our rights under this Agreement. You agree to pay us in U.S. dollars distude standard may see in the United States using a payment check, similar instrument, or automatic debit that will be processed and honored by your bank. Payments received by 2:00 p.m. will be credited to your account as of the date received. Payments received after 2:00 p.m. will be credited to your account as of the next business day.

We will add a late fee to the purchase balance for each billing period you tall to make the minimum payment by its due date. This late fee will be: \$10 if your account balance is balance is balance is \$25,00 and \$99,90; \$15 if your account balance is between \$100,00 and \$199,99; and \$20 if your account balance is \$200,00 or more.

## Returned Payment Fee:

We will add a \$25 fee to the purchase balance when a payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an autometic debit is returned unpaid. At our option, we will assess this fee the first time your check or payment is not honored, even it it is honored

## Returned Convenience Check Fee:

We will add a \$25 fee to the cash advance balance if we decline to hance a convenience check. We may decline to hance a convenience check. We may decline to hance such checks if, for example, the employ of the check would cause the balance to expense. your cash advance credit limit, if you default, if you did not comply with our instructions regarding the check, if your account has been closed, or if the card has expired.

## Payment Sonices Fee:

Payment Services Feet
We will acid a 5th set for the maximum amount permitted by applicable law, whichever is less) to the purchase
belance for payment services we may offer which allow you, at your option, to make payments other their by
making them to the payment address shown on your billing statement. In the event you request optional
payment services, we will address you of the reas essociated with your request, and your use of the optional
payment services thereafter constitutes your agreement to pay the associated with This fee does not apply to
payments made through Account Online or other electronic bill payment options.

Photocopy Fee:
We will add a \$5 fee per copy for the maximum amount permitted by applicable law, whichever is less) to the purchase balance for each copy your request of your billing statements, checkes, sales signs and/or memorands of transactions, other than copies requested for purposes of investigating a filling error. In the event you request copies, we will advise you of the fee associated with your request, and your use of the copy sarvices thereafter constitutes your agreement to pay the associated fee.

## Convenience Checks:

Convenience checks may be used to purchase goods and services or to obtain cash up to the emount of your cash advance credit limit. We will treat convenience checks as a cash advance and charge them egainst your cash advance line. Each convenience check must be in the form we have issued and must be used according to any instructions we give you. Convenience checks may be used only by the person whose name is printed on them. Convenience checks may not be used to pay any amount owed to us under this Agreement or any other Citibank credit card agreement. We will not certify any convenience checks, nor will we return paid convenience checks.

## Lost or Stalen Cards, Account Numbers, or Convenience Chacker

Last or scalen Garas, Account numbers, or Convenience Chacter
if any card, secount number, or check is lost or stolan or if you think someone used or may use them
without your permission, notify us at once by calling 1-800-756-2484 or Oustomer Service at the telephone
number shown on your billing statement. We may require you to provide certain information in writing to help
us find out what heppened, and to comply with such procedure as awe may require in connection with our
investigation. You may be flable for unauthorized use of the account, but not for more than \$50. You won't be liable for unauthorized purchases or cash advences made alter we've been notified of the loss or the their, however, you must identify for us the charges on the billing statement that were not made by you, or someone authorized by you, and from which you received no benefit.

You default under this Agreement if you tall to pay the minimum payment listed on each billing statement when due, fail to make a payment to any other creditor when due, life for thankupity, exceed any credit limit, pay by a check or similar instrument that is not hanged or that we must return because it cannot be processed, or pay by automatic debit that is returned unpaid. If you default, we may close your account and demand terrorible processed, or Immediate payment of the full helence.

Preautherneed stranges:
If you default, if the eard is lost or stolen, or we change your account or account number for any reason, we may suspend automatic charges on that account to third party vendors for insurance premiums or other goods or services. If preauthorized charges are suspended, you must contact the third party vendor to reinstate them. You are responsible for making direct payment for such charges until you reinstate automatic charges.

If we refer collection of your eccount to a lawyer who is not our salaried employee, you will be liable for any reasonable attorney's feas we incur, plus the costs and expenses of any legal action, to the extent

ARBITRATION:
PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY, IT PROVIDES THAT ANY
DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION, ARBITRATION REPLACES THE RIGHT TO
GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS
ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN
ARBITRATOR INSTEAD OF A JUDGE OR JURY, ARBITRATION PROCEDURES ARE SIMPLER AND
MORE LIMITED THAN COURT PROCEDURES.

Agreement to Arbitrats:
Either you or we may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between you and us (called "Claims").

- What Claims are subject to arbitration? Al Claims relating to your account, a prior related account, or our relationship are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision: All Claims are subject to arbitration, no matter Interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no mater what legal theory they are beard on or what arrealy (diamegas, or mignifiers or declaratory relief they seek. This includes Claims based on contract, tort (including intentional tort), fraut, egency, your or our negligence, statutiny or regulatory provisions, or any other sources of law, Claims made as countendams, cross-claims, interplactatings or or otherwise; and Claims made independently or with other claims. A party who histories a proceeding in court may elsot arbitration with respect to any Claim advanced in that proceeding by any other party, Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration or an individual funchass, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class). non-recresentative) basis.
- Whose Claims are subject to arbitration? Not only ours and yours, but also Claims made by or against anyone contracted with us or you or claiming through us or you, such as a co-applicant or authorized user of your account, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.
- What time frame applies to Claims subject to arbitration? Claims arising in the past, present, or future, including Claims arising before the opening of your account, are subject to arbitration.
- Broadest interpretation. Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this erbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").
- What about Claims filed in Small Claims Court? Claims filed in a small claims court are not subject to arbitration, so long as the malter remains in such court end advances only an individual (non-class, non-representative) Claim.

## How Arbitration Works:

New Artification Works:

How does a party initiate architection? The party filing an arbitration must choose one of the following three arbitration films and follow its rules and procedures for initiating and pursuing an erbitration: American Arbitration Association, JAMS, and National Arbitration Forum. Any arbitration hearing that you attend will be held at a place chosen by the erbitration fem in the same oily as the U.S. District Court closest to your their current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the three arbitration firms and forms and instructions for initiating an arbitration by confusiting them as follows:

## American Arbitration Associator

335 Madison Avenue, Floor 10 New York, NY 10017-4605

Web site: www.adr.org

1920 Main Street, Suite 300

Irvine, CA 92610 Web site: www.jamsedr.com

National Architection Forum

P.O. Box 50191 Minneapolis, MN 55405

Web site: www.arbitratton-forum.com

At any firme you or we may ask an appropriate ocurt to compet arbitration of Claims, or to stay the idigation of Claims pencing arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

What procedures and law are applicable in arbitration? A single, neutral arbitrator will resolve Claims. what procedures and taw are appreciable in anxiration? A single, neutral antisear in resolve users. The addition will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration limin in effect on the date the enthretion is filled unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may timit the discovery available to you or us. The arbitrator will take reasonable stags to protect customer account information and other confidential information if requested to do so by you or us. The arbitrator will

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apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any deneages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arctifector will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arctifeation shall determine the rights and obligations between the named parties only, and only in respect of the Claims In arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

- Who pays? Whoever files the subitration pays the initial filing ise, if we file, we pay, if you file, you pay, unless you get a fee weiver under the applicable rules of the arbitration firm, if you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitration and arbitration firm for the first day of first hearing. All other fees will be elected as provided by the rules of the arbitration firm or adultration adapticable law. However, we will advance or reimburse your fees if the arbitration firm or adultration determines there is good reason for requiring us to do so, or dyou sek us and set advanced there is each entering for determine. we determine there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.
- Who can be a party? Claims must be brought in his name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class softon, private atthory general arbitration nor may such Claim in a process of any our or our behalf in any litigation in any court. Cetims, including assigned Claims, of two or more persons may not be planed or consolidated in the same arbitration. However, applicants, or-applicants, surfunited users on a single account antifer related accounts, or corporate artiflates are here considered as one person.
- When is an arbitration award final? The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within litteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration
- tractions a term activation beload a plane or interest include activation seeking leader by the serine entiretion. The principle will consider all factual and legisle issues entire, fallow the same nests that epply to a proceeding using a single erbitration; and make decisions based on the vote of the majority. Costs will be allocated in the same way they are ellocated for arbitration before a single arbitration. An eward by a panel is final and binding on the periles efter fifteen days has passed. A firel and change award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

## Survival and Severability of Terms:

univer and severability of Terms:

This adhation provision shall survive, (i) termination or changes in the Agreement, the account, and the relationship between you and us concerning the account, (ii) the bankruptcy of any party, and (iii) any transfer, sale or assignment of your account, or any amounts owed on your account, to any other person or entity, if any portion of this arbitration provision is deemed invation and or unantimosable the remaining portions shall nevertheless remain in torce. Any different agreement regarding extinction must be agreed to in writing.

## Credit Reporting:

"Or edit Reporting:
We may report your performance under this Agreement to credit reporting agencies, including your failure to make minimum payments on time. If you request additional cards on your account for others, you fundestand that we may report account information in your name as well as in the names of those other people. We may also obtain follow-up credit reports on you (for account)s, when we review your account for a credit finith norasse). If you wish to know the names of the agencies we have contracted, write us at the address listed on the billing statement. We will try to notify you by telephone or by mall of any legal process served on us in order to give you an opportunity to object to it, unless the law profibilis the notice.

If you think we reported emoneous information to a credit reporting againcy, write us at the Gustomer Service address shown on your billing statement. We will promptly investigate the matter and if our investigation shows you are fight, we will contact each credit reporting againcy to whom we reported and will request they correct the report. We disagree with you affect our investigation, we will tell you in writing or by telephone and instruct you have to submit a statement of your position to those agencies. Your statement will become a per of their small report with the service. of your credit record with them.

Telephone Monitoring and Recording: From time to time we may monitor and record your telephone calls regarding your account with us to assure the quality of our service.

You may close your account at any time by noisiying us in writing. However, you remain responsible to pay the belience accounting to the terms of this Agreement. We may close your account or suspend your account privileges at any time for any reason without prior notice. We may also relissue a different card, account number, or different checks at any time. You must return the card or the checks to us upon request.

## Refusal of the Card:

We are not responsible if a transaction on your account is not approved, either by us or by a third party, even if you have sublicial credit available. We may limit the number of transactions that may be approved in one day, if we detect unusual or suspicious activity on your account, we may temporarily suspend your credit privileges until we can verify the activity.

Changing this Agreement:
We can change this Agreement, including all less and the annual percantage rate, at any time. We can also We can change this Agreement, including all bear and the annual perconlage rate, at any time. We can also add or delete provisions relating to your account end to the nature, extent, and enforcement of the rights and obligations you or we may have relating to this Agreement. These changes are binding on you. However, if the change will cause a fee, rate or minimum payment to increase, we will mail you written notice at least 15 days before the beginning of the billing particl in which the change becomes effective. If you do not agree to the change, you must notify us in writing writin? 35 days after the effective date of the change and pay us the balance, either at once or under the terms of the unchanged Agreement. Unless we notify you otherwise, use of the card after the affective date of the change shall be deemed ecceptance of the new terms, even if the 25 days have not expired.

Enforcing this Agreement: We can dalay in entocing or fall to entorce any of our rights under this Agreement without losing them,

## Assignment

We reserve the right to assign any or all of our rights and obligations under this Agreement to a third party.

Tha terms and enforcement of this Agraement shall be governed by federal law and the law of South Dakota, where we are located.

## For Further Information:

Citibank (South Dakota), N.A.

Oid us at the telephone number shown on your billing statement. You can also call toll-free at 1-800-756-2484.

n Kendali E. Stork President & CEO

@2002 Citibank (South Dakota), N.A.

## What To Do If There's An Error in Your Bill.

## Your Billing Rights, Keep This Notice For Future Use.

This notice contains important information about your rights and our responsibilities under the Pair Credit Biling Act

## Notify Us In Case of Errors or Questions About Your Sill,

If you think your billing statement is wrong, or if you need more information about a transaction on your billing statement, write to us (on a separate sheet) at the address provided in the Billing Rights Summary portion on the back of your billing statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first billing statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- · Your name and account number
- The dollar amount of the suspected error.
- Describe the error and excisin, if you can, why you believe there is an error, if you need more information, describe the item you are not sure about.
- Please sign your letter

If you have authorized us to pay your credit card till automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment you must tell us at least three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must advancing you retter within 30 days, unless we have connected the error by then. Writin 90 days, we must either correct the error or explain why we believe your billing statement was correct. After we receive your latter, we cannot thy to collect any amount you question, or report your account as delinquent. We can continue to 81 you for the amount you question, inducting finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your balance that are not in question.

If we find that we made a mistake on your billing statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mislake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fall to pay the emount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still ratius to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name and address of anyone to whom we reported your account information. We must tell anyone we report you to that the matter has been settled between us when it is finally settled.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your billing statement was correct.

## Special Fiuls for Cradit Card Purchases.

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- You must have made the purchase in your home state or, if not within your home state, within 100 miles of
- The curchase price must have been more than \$50.

These smitations do not apply if we own or operate the merchant, or If we mailed you the advertisement for  $\S_0$ the property or services

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STACKOLLO 20/8

CITGO Credit Card Center P.O. Box 9090 Des Moines, IA 50368-9090

Presorted First-Class Mail U.S. Postage Paid Wheeling It. Permit # 214

# Important information about your account enclosed.

A000000000

SAMPLE A SAMPLE 123 ANY STREET ANYTOWN, US 12345-6789



CITGO Base & E-Bill

Mailed 440,349 2/13-2/15

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## Dear CFTGO Cardmernba,

This issuer of your CTTGO credit card account, Associates National Benk (Delaware), this merged with Critibank (South Dalkota), N.A. As a result, the words "we, us, and our" as used in your existing Cardmember Agreement row refer to Critibank (South Dakota), N.A. and the terms and enforcement of your Cardmamber Agreement will be governed by federal law and the law of South Dakota.

For additional charges regarding your account, see the Notice of Change in Terms below.

Kendall E. Stork President & CFO Citioank (South Dakota), N.A.

## NOTICE OF CHANGE IN TERMS

Effective as of the first day of your first billing period that begins on or after March 15, 2002 ("Effective Date"), we are changing the terms of your account by emending and residing your existing Cardnermer Agreement, including substituting cardinarities and provisions contained in the attached Cardmermer Agreement, who encourage you to read this notice and the attached cardmermer Agreement replace the terms and provisions of your existing Cardnermers Agreement and existing cardinarities and provisions of your existing Cardnermers and provisions of your existing Cardnermers Agreement, We encourage you to read this notice and the attached Cardmermber Agreement and save it for future reference,

Margin Used to Calculate Periodic Finance Charges: The Margin for purchases and cash advances will be 14,99%. If your account is closed because of default or becomes 60 days or more past due, the Margin for purchases and cash advances will increase to 18,99%. Please read the "Periodic Finance Charges" paragraph in the attached Cardinantiar Agreement.

Late Fee: We will add a late fee to the purchase balance for each biling period you fat to make the missimum payment by file due date. This tate fee will be: \$10 if your account balance is between \$25.00 and \$59.99; \$15 if your account belance is between \$100.00 and \$199.99; and \$20 if your account balance is \$20,000 or more.

Minimum Amount Due: Each menth you must pay a minimum amount that is equal to the sum of the following

- The greater of 3.0% of the New Balance shown on your statement (for purposes of this calculation, the New Balance shall be reduced by any amounts which exceed your credit limits and installment amounts due in full for mall and telephone order merchandise) or \$10;
- The greater of amounts which exceed your credit limits or amounts which are past due; and
- Installment amounts due for mait and telephone order merchandisa

Returned Payment Fee; We will add a \$25 fee to the purchase balance when a payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned unpeid. At our option, we will assess this fee the first time your check or payment is not honored, even it it is honored upon resutamission.

Returned Convenience Check Fee; We will add a \$25 fee to the cash advance balance if we decline to honor a convenience check. We may decline to honors such checks if, for example, the amount of the check would cause the balance to exceed your cash advance retriif limit, if you classift, if you did not comply with our instructions regarding the check, if your account has been closed, or if the card has expired.

Artitration: We are substituting a new arbitration provision which will replace the erbitration provision contained in your existing Cardmember Agreement. Please read the new arbitration provision carefully.

You have the right to reject the changes described in this Notice of Change in Terms. If you choose to reject the You have the right to reject the charges described in this Notice of Change in Terms. If you choose to reject the changes, you must notify us by writing to us at CRTGO Credit Card Cartier, P.O. Box 9090, Des Mothes, lowar 50088-9090, within 25 days after the Effective Date. If you choose to reject the changes, your account will be closed and you may pay off the balance of your account under the existing terms, if you choose to reject the changes and your account has an annual fee, you will receive a pro rate returned of the lee as a credit by your account. Byour account on or after the Effective Date, you agree to the changes will you set in your account in your and us notice rejecting the changes. The terms and enforcement of your account will be governed by federal law and the law of South Datkots even if you choose to reject the changes described in this Notice of Change in Terms.

The above is a surranary of certain of the changes being made to your account. For more detailed information, please review the attached Cardmember Agreement cardfully and keep it with your important records.

## Citibank (South Dakota), N.A. CARDMEMBER AGREEMENT

This Agreement is your Citibank (South Dakota), N.A. Cardmember Agreement. Please read and keep this preement for your records. This Agreement is binding on you unless you cancel your account within 30 days after caving the card and you have not used or authorized use of your account.

o simplify this Agreement for you, the following definitions will apply. The words you, your, and yours meen all ersons responsible for complying with this Agreement, including the person who applied to open the account and he person to whom we address billing stetements. The word card means one or more cards or other eccess Jexicas, such as account numbers, that we have issued to permit you to obtain credit under this Agreement. The words each as a count numbers, that we have issued to permit you to obtain credit under this Agreement. The words of authorized user means any person to whom you give permission to use your account. The words convenience checks mean one or more checks that we may provide for you to obtain a cash advance.

Using Your Account and Your Credit Line:
The card must be signed to be used. Whether you sign the card or not, you are hilly responsible for complying with all the terms of this Agreement, including the obligation to pay us for all balances due on your account as specified in this Agreement. Your card must only be used for fawful transactions.

Your account will have separate credit lines for purchases and cash advances. Your initial purchase and cash advance credit limits appear on the card carrier. At our discretion and at any time, we may change your purchase or cash advance credit limit. We will notify you of any new limit amount either by sending you a notice or through your blifting statement. A change reay take stead before you receive notification from us. You may request a change to your purchase or cash advance credit limit by contacting Customer Service by telephone or mail.

The credit the for purchases is available to buy goods or services wherever the card is horrored. Your cash adverce line is available for cash through any bank or automated teller machine that accepts the card or by using convenience checks. The amount charged on your account, including purchases, cash advences, tirance charges, fees, or other charges, must always remain below your applicable credit first, thowever, if you secred your purchase or cash advence credit limit you must still pay us. We may approve transactions that cause the balance to access your purchase or cash advance credit limit without walving any of our rights under this Agreement

## Additional Cards:

Additional Cards: You may request additional cards on your account for yourself or others and you may permit an authorized user to have access to the card or account number. However, if you do, you must pay us for all charges made by those persons, including charges for which you may not have intended to be responsible. You must notify us to revoke an authorized user's permission to use your account. If you do so, we may close the account and issue a new card or cards with a different account number. You are responsible for the use of each card issued on your account according to the terms of this Agreement.

infour and is a CITGO CELERRITY card you will pay a \$25 annual fee. The fee is added to the purchase balance and is non-refundable unless you notify us to cancel your account within 30 days from the mailing or delivery date of the billing statement on which the fee is citled.

Stilling:
Your biling stetement shows the balance, any finance charges, fees, the minimum payment, and the payment due date. It also shows your current purchase and cesh acknonce credit limits; an itembzed list of current charges, dabits, payments and credits a summany of the purchase and cesh acknonce exhibit, including the france charges; a rate summany, and other important information. It was deem your account unconfectible or if we institute delinquency collection proceedings by sending if to en cutside collection agency or attorney for collection, we may, in our sale discretion, stop sending to be sending it to en cutside collection agency or attorney for collection, we may, in our sale discretion, stop sending to be sending it to encutside collection agency or attorney for collection, we may, in our sale

You must notify us of a change in your address by contacting Customer Service by telephone or mail. We will mail or deliver the billing statement to only one address.

## How We Determine the New Selance:

How We Determine the New Resence:

The total outstanding balance (the amount you owe us) appears as the "New Balance" on the billing statement. To determine the New Balance, we begin with the outstanding balance on your account at the beginning of each billing pariod, called the "Previous Balance" on the billing statement. We add any purchases, cash advances and other debits and subtract any credits and payments redited as of that billing period. We then add the appropriate forces of the province of the p finance charges and fees and make other applicable adjustments.

finance charges and leas and make other applicable adjustments.

Periodic Prinance Charges:

You will pay a daily periodic rate on the delity balance for purchases and the delity balance for each advences. The total particular finance charges on the daily balance for each advences for each day in the talking period. The daily periodic rate charges on the daily balance for cash advences for each day in the talking period. The daily periodic rate used in determining the periodic finance charge will be a variable rate, which may change from month to month. The daily periodic rate during each billing period will be 1/365° of the sum of an index plus a Margin. The Index will be the highrest Prime Rate published in the "Noney Patase" section of The West Street Journal within the 90 celentar days immediately preceding, but not including, the first day of each billing period. The Margin for purchases and cash advances will be 14,99%. The initial delity periodic rate on your account, based on an Index of 5.0% as of February 6, 2002, with be a daily periodic rate of 0.05476% [19.99% ANNUAL, PERCENTAGE PATE]. An increase in the Prime Rate will increase the applicable daily periodic rate on your account, it you pay the till amount of the New Balance each month by the due date, no periodic finance charges will be a sesses do now purchases. Your account will have a different rate of periodic finance charge after it is closed because of delault or is 60 days or more past due. In that event, the Mergin for purchases and cash advences will increase to 18,99%.

## Daily Balance Calculation:

Bally Balance Calculations:
To get the eight belance for purchases and cash advances for each day, we take the beginning belance of purchases and cash advances on your account each day, including any accrued but unpaid finance charges and other teas and cash advances for advances for incurance; for the daily belance for incurances, cash advances for incurance; for the daily belance for cash advances, or debit adjustments, and abtract any openents, credits or credit adjustments. Purchases and cash advances are included in the daily belance as of the later of the date of the transaction or the first day of the billing period in which the purchase or cash advance is entered on your account. Howeve, if you pay the New Balance shown on your previous billing statement in tid on or before the due date shown on that billing statement, new purchases will not be included in the daily belance for purchases.

Ninhmum Finance Charge:
You will pay a minimum periodic FINANCE CHARGE of \$1.50 for each billing period during which any finance charge accuracy or your account as a result of application of the daily periodic rate. We add the amount to the purchase befaire if that belance is being assessed a finance charge. We add the amount to the cash echange belance if that belance is being assessed a finance charge. We add the amount of the cash echange belance if that belance is being assessed on purchases and cash advances, we may add the minimum finance charge to either belance at our disordion.

## Transaction Fee for Cash Advances:

Transactions rear to their Advances;
You have obtained a cash advance if you obtain funds from an automated tellar machine (ATM); through use of a convenience check or through a financial institution, or engage in another similar transaction. For each cash advance, we add an additional FINANCE CHARGE of 5.0% of the amount of the advance, but not less than 35. This tea with a addited to the cash advance belance. (The amount of the cash advance may also include a surbrage that the ATM owner imposes.) The cash advance transaction fee may cause the annual percentage rate on the billing statement on which the cash advance first appears to exceed the corresponding armust percentage rate.

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## Credit Balances

You may not martish a credit balance on your account in excess of any assigned credit limit. We will return to you any credit amount over \$1 if the amount has been on your account longer than three months. You may request a refund of a credit balance at any time. We may reduce the emount of any credit balance by the amount of new charges posted to your account.

Each month you must pay a minimum amount that is equal to the sum of the following amounts:

- The greater of 3.0% of the New Balance shown on your statement (for purposes of this calculation, the New Balance shall be reduced by any amounts which exceed your credit limits and installment amounts due in full for mail and telephone order merchandise) or \$10;
- The greater of amounts which exceed your credit limits or amounts which are past due; and
- Installment amounts due for mail and telephone order merchandise,

## Payments:

Programmer:

You must pay at least the minimum emount by the payment due date, and you may pay more at any time without a penalty. The New Balance shown on your billing statement may include amounts subject to different periodic rates. We will allocate your payments and credits to pay off balances at low periodic rates before paying off balances at higher periodic rates. The sconer you pay the New Balance, the less you will pay in finance charges.

Instructions for making payments are on your billing statement. Do not send cash payments, We can accept late or partial payments, as well as payments that reflect "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. You agree to pay us in U.S. dollars drawn on funds on deposit in the United States using a payment check; shallor instrument or automatic debit that will be processed and honored by your bank. Payments received by 2:00 p.m. will be credited to your account as of the date received. Payments received after 2:00 p.m. will be credited to your account as of the next business day.

Setter ress.

We will add a late fee to the purchase belance for each falling period you tall to make the minimum payment by its due date. This late fee will be: \$10 if your account balance is between \$25.00 and \$99.93; \$15 if your account balance is between \$100.00 and \$199.99; and \$20 if your account balance is \$200.00 or more.

Returned Payment Fee:
We will add a \$25 tee to the purchase belance when a payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned unpaid. At the honored was it is the honored with a till the honored was it is the honored was at the contract when it is the honored. our option, we will assess this fee the first time your check or payment is not honored, even if it is honored

## Returned Convenience Check Fee:

We will add a \$25 les to the cash advance balance if we decline to honor a convenience check. We may decline to honor such checks if, for example, the amount of the check would cause the balance to exceed your cash advance credit limit, you default, if you did not comply with our instructions regarding the check, if your exceeding the check of the control of the control has been closed, or if the card has expired.

## Payment Services Fee:

regiment services ree:

We will act a 55 tee for the maximum amount permitted by applicable law, whichever is less) to the purchase belance for payment services we may offer which allow you, at your option, to make payments other then by making them to the payment address shown on your billing statement. In the event you request optional payment services, we will address you of this lee associated with your request, and your use of the optional payments services thereafter constitutes your agreement to pay the associated law. This fee does not apply to payments made through Account Online or other electronic bill payment options.

Photocopy Fee:
We will add a \$5 fee per copy for the maximum amount permitted by applicable law, whichever is less) to the purchases balance for each copy you request of your billing statements, checks, sakes slips and/or mamoranda of transactions, other than copies requested for purposes of investigating a billing error, in the event you request copies, we will adde you of the fee associated with your request, and your use of the copy services thereafter constitutes your agreement to pay the associated fee

Convertence checks may be used to purchase goods and services or to obtain cash up to the amount of your cash advance credit limit. We will treat convenience checks as a cash advance and charge them against your cash advance line. Each convenience check must be in the form we have issued and must be used according to any instructions we give you. Convenience checks may be used only by the person whose name is printed on them. Convenience checks may not be used to pay any amount owed to us under this Agreement or any other Citibank credit card agreement. We will not certify any convenience checks, nor will we return paid convenience checks.

## Lost or Stolen Cards, Account Numbers, or Convenience Checks:

If any card, account number, or other is lost or stoken or it you think someone used or may use them without your permission, notify us at once by calling 1-800-756-2484 or Oustomer Service at the telephone number shown on your billing statement. We may require you to provide certain information in writing to help us find out what heppened, and to corruly with such procedures as we may require in connection with our investigation. You may be liable for unauthorized use of the account, but not for more than \$50. You won't be liable for unauthorized purchases or oash advances made after we've been notified of the loss or the them have your must fortist for use the changes on the lifting streament the transpersion. theft; however, you must kitertify for us the charges on the billing statement that were not made by you, or someone authorized by you, and from which you received no benefit.

surrators. You default under this Agreement if you fail to pay the minimum payment listed on each billing statement when due, fail to make a payment to any other creditor when due, file for benkruptcy, exceed any credit finit, pay by a check or similar instrument that is not honored or that we must return because it cannot be processed, or pay by automatic debit that is returned unpaid. If you default, we may close your account and demand immediate payment of the full balance.

Preauthorized Charges:
If you default, if the earl is lost or stolen, or we charge your account or account number for any reason, we may suspend automatic charges on that account to third party versions for insurance premiums or other goods or services. If preauthorized charges are suspended, your must conflect the little rank you for healtste them. You are responsible for making direct payment for such charges until you reinstate eutomatic charges.

If we refer collection of your account to a lawyer who is not our salaried emptoyee, you will be liable for any reasonable attorney's fees we incur, plus the costs and expenses of any legal action, to the extent permitted by law

ARBITRATION:
PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY
DISPUTE MAY BE RESCLIVED BY BINDING ARBITRATION, ARBITRATION REPLACES THE RIGHT TO
OF TO COURT, INCLIDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS
AGTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN
ARBITRATION INSTEAD OF A JURGE OR JURY, ARBITRATION PROCEDURES ARE SIMPLER AND
MORE LIMITED THAN COURT PROCEDURES.

## Acreement to Arbitrates

Agreement to settletate; Ethery you or war may, without the other's consent, elect mandatory, blinding arbitration for any claim, dispute, or controversy between you and us (called "Claims").

- despure, of controversy between your entry us granes. Comins J.

  Claims Coveract:

  What Claims are subject to arbitration? All Claims relating to your account, a prior related account, or our relationship are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and his arbitration provision. All Claims are subject to arbitration, no matter what legal through they are beset on or what enearly (damages or injunctive or cladaratory relight they seek. This includes Claims based on contract, ton (including intentional tort), fraud, eigency, your or our negligence, statutory or regulatory provisions, or any other sources of levy, Claims made as countertainns, cross-claims, third-party claims, Interpleades or otherwise; and Claims made independently or with offer actims. A party who intelles a proceeding in oour may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, physical attorney general or other representative extra new subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis
- Whose Claims are subject to arbitration? Not only ours end yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as a co-applicant or authorized user of your account, are employee, egent, representative, affiliated company, predecessor or successor. heir, assignee, or trustee in bankruptcy.
- What time frame applies to Claims subject to arbitration? Chims arising in the past, present, or future, Including Claims arising before the opening of your account, are subject to arbitration
- Broadest interpretation. Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA"),
- What about Claims filed in Small Claims Court? Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-

## How Arbitration Works:

ow Arthreaton Worker.

How does a party initiate arbitration? The party filing an arbitration must choose one of the following three arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association, JAAKS, and National Arbitration Forum. Any arbitration hearing that you attend will be held at a place chosen by the additional arbitration in the same only as the U.S. District Court closest to your then current billing address, or at some other place to which you and we agree to withing, You may obtain copies of the current rules of each of the three arbitration firms and forms and instructions for initiating an addression are activations. arbitration by contacting them as follows:

## American Arbitration Association 335 Madison Avenue, Floor 10 New York, NY 10017-4605

Wab site: www.adrorg

## 1920 Main Street, Suite 300

Irvine, CA 92610

Web site: www.iamsadr.com

## National Arbitration Forum

P.O. Box 50191 Minneapolis, NN 55405

Web site: www.aroltration-forum.com

At any firme you or we may ask an appropriate court to compel arbitration of Claims, or to stay the tiégation of Claims pending arbitration, even if such Claims are part of a lewsuit, unless a trait has begun or a final judgment has been entered. Even if a party fals to exercise these rights at any particular time, or in connection with any carticulor claims, that party can still require arbitration at a later time or in connection with any other Claims.

What procedures and law are applicable in arbitration? A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration irm. The erbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is flect unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevait. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. The arbitrator will

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apply applicable substantive lew consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by courset. The abthartor will marke any award in writing and, if expussed by you or us, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have bearing on the rights and obligations of any other person, or on the resolution of any other dispute,

- Who pays? Whoever files the arbitration pays the initial sting fee. If we file, we pay, if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial sting fee and you preval, we will exhibit survive you for that the . If there is a hearing, we will pay any fees of the arbitration and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration are arbitration and applicable law. However, we will advance or retinatures your fees if the arbitration firm or arbitration determines there is good reason for requiring us to do so, or if you ask us and a rule arbitration that the pair poorly reason for defense and provided the statement of the part we determine there is good reason for doing so, Each party will beer the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover eny or all expenses from another party if the arbitrator, applying applicable law, so determines.
- Who can be a party? Clems must be brought in the name of an individual person or entity and must proceed on an Individual (non-class, non-representative) basis. The arbitrator will not award whelf for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class soften, private althorny general action or other representative action, nor may such Claim be pursued on your or our behalf in any stigation in any court. Claims, including essigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, or explainants, suthwarded users on a single eccount and/or related accounts, or corporate affiliates are here considered as one person.
- When is an arbitration award final? The arbitrator's award is final and bholing on the parties unless a party appeals it in writing to the arbitration firm within filteen days of notice of the award. The appeal must request a new arbitration device a panel of these reutral arbitrators designated by the same arbitration fam. The panel will consider all factual and legal issues anow, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be
- allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after lifteen days has passed. A final and binding on the parties after lifteen days has passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

Survival and Severability of Terrais:

This arbitration provision shall survive: (i) termination or changes in the Agreement, the account, and the relationship between you and us concerning the account; (ii) the bankruptoy of any party; and iii) any transfer, set or assignment of your account, to any amounts owed on your account, to any other person or entity, it any portion of this arbitration provision is deemed invalid or unantioroseble, the remaining portions shall nevertheless remain in soice. Any different egreement regarding arbitration must be agreed

## \*Credit Reporting:

"Credit Reporting:
We may report your parlomance under this Agreement to credit reporting agencies, including your failure to
make minimum payments on time. If you request additional cards on your account for others, you
funderstand that we may report account information in your name as well as in the names of those other
people. We may also obtain follow-up credit reports on you flor example, when we review your account for a
credit finit increase). If you which to know the names of the agencies we have contacted, with us at the
address listed on the billing statement. We will try to notify you by telephone or by mail of any legal process
served on us in order to give you an opportunity to object to it, unless the law prohibits the notice.

If you think we reported erroneous information to a credit reporting agency, write us at the Customer Service address shown on your billing statement. We will promptly investigate the matter and it our investigation shows you are right, we will contact each credit reporting agency to whom we reported and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone and instruct you how to submit a statement of your position to those agencies. Your statement will become a pert of your credit record with them.

Telephone Monitoring and Recording: From time to time we may monitor and record your telephone calls regarding your account with us to essure the quality of our service.

You may close your account at any time by notifying us in writing. However, you remain responsible to pay the balance according to the terms of this Agreement. We may close your account or suspend your account privileges at any time for any reason without prior notice. We may also relissue a different card, account number, or different checks at any time. You must return the card or the checks to us upon request

We are not responsible if a transaction on your account is not approved, either by us or by a third party even if you have sufficient credit evallable. We may limit the number of transactions that may be approved in or day, if we detect unusual or suspicious activity on your account, we may temporarily suspend your credit privileges until we can verify the activity.

Changing this Agreement:

We can change this Agreement:
We can change this Agreement, including all fees and the annual percentage rate, at any time. We can also add or delete provisions relating to your ecocurt and to the nature, extent, and enforcement of the rights and obligations you or we may have relating to this Agreement. These changes are binding on you. However, the change will cause a fee, rate or minimum payment to increase, we will mail you written notice at least 15 days before the beginning of the billing period in which the change becomes effective. If you do not grow to the change, you must notify us in writing within 25 days after the effective date of the change and pay us the balance, either at once or under the terms of the unchanged Agreement. Unless we notify you otherwise, use of the card after the effective date of the hour after the effective date of the change shall be deemed acceptance of the new terms, even if the 25 days have not excited.

Enforcing this Agreement: We can delay in antoning or fall to enforce any of our rights under this Agreement without being them.

## Assiamment

We reserve the right to assign any or all of our rights and obligations under this Agreement to a third party.

The terms and enforcement of this Agreement shall be governed by federal law and the law of South Dakota, where we are located.

## For Further Information:

Call us at the telephone number shown on your billing statement. You can also call toll-free at 1-800-756-2484



@2002 Citibank (South Dakota), N.A.

## What To Do if There's An Error in Your Bill.

## Your Billing Rights, Keep This Notice For Future Use,

This notice contains important information about your rights and our responsibilies under the Fair Credit Sirry Act.

## Notify Us In Case of Errors or Questions About Your Bill.

If you think you billing sistement is wrong, or if you need more information about a transaction on your billing sistement, write to us (on a separate street) at the address provided in the Billing Rights Summary portion on the back of your billing statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first billing statement on which the error or problem expeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- · Your name and account number
- \* The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.
- Please sign your letter

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any emount you think is wrong. To stop the payment you must tell us at least three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge you letter within 30 days, unless we have corrected the error by then. Within 50 days, we must either correct the error or explain why we believe your billing statement was correct. After we receive your latter, we cannot by to collect any amount you question, or report your account as delinquent. We can confluxe to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are shill obligated to pay the parts of your belance that are not in question.

if we find that we made a mistake on your billing statement, you will not have to pay any finance charges related to any questioned amount, if we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days taling us that you still refuse to pay, we must tall envorse we report you to that you have a question about your bill. And, we must talk anyons we report you to that you have a question about your bill. And, we must talk anyons we report you to that you have a question about your bill. And, we must talk anyons we report you to the name. that the matter has been settled between us when it is finally settled.

If we don't follow thas arules, we can't collect the first \$50 of the questioned amount, even if your billing statement was correct.

## Special Rule for Credit Card Purchases.

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the marchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- You must have made the purchase in your home state or, if not within your home state, within 100 miles of
- \* The purchase price must have been more than \$50.

These limitations do not exply if we own or operate the merchant, or if we mailed you the advertisement for ten

Contract ID: ENIMUISB022513 Document ID: 021813EN10IISBB1 Document ID: 021813EN1RP1SBB1

## BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT, dated February 28, 2013, is by Citibank, N.A., a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") to Midland Funding, LLC, organized under the laws of the Delaware, with its headquarters/principal place of business at 3111 Camino Del Rio North, Suite 1300, San Diego, CA 92108 ("Buyer").

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated February 25, 2013, between Buyer and the Bank (the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts described in Exhibit 1 and the final electronic file.

With respect to information for the Accounts listed in Asset Schedule, to the best of the Bank's knowledge, the Bank represents and warrants to Buyer that (i) the Account information constitutes the Bank's own business records and accurately reflects in all material respects the information in the Bank's database; (ii) the Account information was kept in the regular course of business; (iii) the Account information was made at or near the time by, or from information transmitted by, a person with knowledge of the data entered into and maintained in the Account's database; and (iv) it is the regular practice of the Bank's business to maintain and compile such data.

Citibank, N.A.

(Signature)

Name: Patricia Hall

Title: Financial Account Manager

## What To Do If There's An Error In Your Bill.

Your Billing Rights. Keep This Notice For Future Use.
This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill. If you think your billing statement is wrong, or if you need more information about a transaction on your billing statement, write to us (on a separate sheet) as soon as possible at the address provided in the Billing Rights Summary portion on the back of your statement. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- . Your name and account number.
- . The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.
- » Please sign your letter.

If you authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment you must tell us at least three business days before the automatic payment is scheduled to occur.

## Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe your billing statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report your account as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your balance that are not in question.

If we find that we made a mistake on your billing statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will

send you a statement of the amount you owe and the date it is

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name and address of anyone to whom we reported your account information. We must tell anyone we report you to that the matter has been settled between us when it is finally settled.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your billing statement was correct.

## Special Rule for Credit Card Purchases.

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services.

There are two limitations on this right:

- You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current address; and
- The purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

## Notice of Change in Terms and Right to Opt Out

The Changes. We are changing your Card Agreement and replacing it with a new one. The changes will be effective on the first day of your first billing period that begins on or after June 1, 2008 ("Effective Date"). The changes will be effective whether or not you receive a billing statement.

Your new Card Agreement follows this notice and the Supplemental Pricing Information ("Supplement"). The Supplement is part of your new Card Agreement. We have identified below some of the changes to your Card Agreement (listing the title of the new section). For complete details regarding those changes, please review the entire section of your new Card Agreement.

- APRs. This section, its subsections, and the Supplement describe the annual percentage rates ("APR"s); how we determine any APRs based on the U.S. Prime Rate ("Prime Rate"); how all your APRs may increase to a default APR if you fail to make a payment to us when due; and the effect of APR increases. These changes include APR increases.
- Promotions. This section describes that we may offer you promotional terms.
- Periodic Finance Charges Based on APRs.
   This section and its subsections describe periodic finance charges, when periodic finance charges begin, the grace period on purchases, the calculation of periodic finance charges, the balance subject to finance charge, and the minimum finance charge and how we determine it.
- Transaction Fee for Cash Advances.
   This section describes the transaction fee for cash advances. This fee is 5% of the amount of the cash advance, but not less than \$5.
- Other Fees. This section and its subsections describe other fees. These include the fee for late payment, which will be \$20 on balances of \$51.00

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up to \$150.99; \$29 on balances of \$151.00 up to \$400.99; and \$39 on balances of \$401.00 and over.

- Information on Foreign Currency Conversion. This section describes rules and procedures used to convert a transaction made in a foreign currency into U.S. dollars.
- Payments. This section and its subsections describe the minimum payment, how we calculate it, how we apply payments, and payment instructions. This section also includes a new subsection about our optional Pay by Phone Service.

Right to Opt Out. To opt out of these changes, you must call or write us by July 31, 2008. When you do, you must tell us that you are opting out. Call us toll-free at 1-800-756-2484. (Please have your account number available.) Write us at CITGO Customer Service Center, P.O. Box 6401, Sioux Falls, SD 57117. (Include your name, address, and account number on your letter.) If you opt out of these changes, we will close your account. You must then repay the balance under the current terms. However, if you use your card after the Effective Date, you will be deemed to have accepted the changes even if you have notified us that you do not wish to accept them.

Please save this document for future reference.

# SUPPLEMENTAL PRICING INFORMATION

This Supplemental Pricing Information is part of your Card Agreement. The variable annual percentage rates and daily periodic rates shown below are as of April 1, 2008.

	Current ***APR***	Current DPR	US Prime Rate plus
Purchases*	21.00%	0.05753%	14.99%
Cash Advance	24.99%	0.06846%	18.99%
Default+	29,99%	0.08216%	up to 23.99%

\* With a minimum APR of 21.00%, and a maximum APR of 28.99% + With a minimum APR of up to 28.99%

Abbreviations: APR means annual percentage rate; DPR means daily periodic rate,

Annual Membership Fee. Any annual membership fee that applied to your account under your prior Card Agreement will continue to apply under this new Card Agreement.

CARD AGREEMENT

This Card Agreement is your contract with us. It governs the use of your card and account. The Supplemental Pricing Information ("Supplement") is part of this Agreement. Please read this Agreement, including the Supplement, carefully. Keep both for your records.

## FACTS ABOUT RATES AND FEES

This is a summary of rates and fees on your account.

Please see the related sections of this Agreement
for more complete information.

## RATES—FINANCE CHARGES

Purchase and Cash Advance APRs. See Supplement. All APRs based on the Prime Rate may vary each billing period.

Default APR. See Supplement. The default APR equals the greater of (1) the Prime Rate plus up to 23.99% or (2) up to 23.99%. All APRs may automatically increase to the default APR if you do not make the minimum payment when due or make a payment to us that is not honored.

Minimum Finance Charge, \$2.00.

## TRANSACTION FEE—FINANCE CHARGE

Cash Advance Fee. 5% of each cash advance; \$5 minimum.

## OTHER FEES

Late Fee. \$20 on balances of \$51.00 up to \$150.99; \$29 on balances of \$151.00 up to \$400.99; and \$39 on balances of \$401.00 and over.

Annual Membership Fee. See Supplement.

Returned Payment Fee, \$29.

Returned Convenience Check Fee, \$29.

When can we change the rates, fees, and terms of this Agreement? We may change the rates, fees, and terms of this Agreement at any time for any reason. These reasons may be based on information in your credit report or general market conditions. If the change will cause a rate or fee to increase, you will receive advance notice and a right to opt out. If you opt out, we will close your account. You can then repay the remaining balance under the old rates, fees, and terms.

## Definitions

account means the relationship established between you and us by this Agreement.

APR means an annual percentage rate.

authorized user means any person you allow to use your account.

card means one or more cards or other access devices that we give you to get credit under this Agreement. This includes account numbers.

we, us, and our mean Citibank (South Dakota), N.A., the issuer of your account.

you, your, and yours mean the person who applied to open the account. It also means any other person responsible for complying with this Agreement.

## Your Account

You agree to use your account in accordance with this Agreement. You must pay us for all amounts due on your account. This Agreement is binding on you unless you close your account within 30 days after receiving the card and you have not used or authorized use of the card. Your account must only be used for lawful transactions.

Authorized Users. You may request additional cards for authorized users. You must pay us for all charges made by authorized users. You must pay us even if you did not intend to be responsible for those charges. You must notify us to withdraw any permission you give to an authorized user to use your account.

Joint Accounts. If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the account is used by only one of you. You will continue to be liable for the entire balance of the account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your account status will continue to be reported to the credit bureau under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Gredit Line. The full amount of your credit line is available to use where the card is honored. Part of your credit line is called the cash advance limit. It is available for cash advances. We may reduce or increase your credit line or cash advance limit at any time for any reason. We will notify you of any change, but the change may take effect before you receive the notice. You should always keep your total balance below the credit line. However, if the total balance goes over your credit line you still must pay us. If your account has a credit balance, we may reduce the credit

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balance by any new charges on your account. You may not maintain a credit balance in excess of your credit line.

Checks. We may provide you with convenience checks. All uses of a convenience check will be a cash advance. You may not use convenience checks to pay an amount owed to us under this Agreement or any other Card Agreement you have with us. We do not certify these checks or return any checks that have been paid.

Billing Statement. Your billing statement shows the New Balance. This is the total amount you owe us on the Closing Date. To determine the New Balance, we begin with the total balance at the start of the billing period. We add any purchases or cash advances. We subtract any credits or payments. We then add any periodic finance charges or fees and make other adjustments.

Your billing statement also shows your transactions; the minimum payment due and payment due date; your credit line and cash advance limit; and your periodic finance charges and fees.

We deliver a billing statement to only one address. You must notify Customer Service of a change in address. We may stop sending you statements if we deem your account uncollectible. We may also stop sending you statements if we send your account to an outside agency or attorney for collection. Periodic finance charges and fees continue to add up even if we stop sending statements.

## APRs

APRs Based on Prime. If any APR is based on the U.S. Prime Rate ("Prime Rate"), the APR will equal the Prime Rate plus an additional amount. The additional amount appears on the Supplement. For each billing period we use the highest Prime Rate published in *The Wall Street Journal* within thirty days before the Closing Date. If the Prime Rate changes any APR, we put the new APR into effect as of the first day of the billing period for which we calculate the APR. We apply the new APR to any existing balances, subject to any promotional rate that may apply. If *The Wall Street Journal* does not publish the Prime Rate, we will use a similar published rate.

**Default APR.** All your APRs (including promotional APRs) on all balances may automatically increase to the default APR if you default under any Card Agreement you have with us because you

- · do not make the minimum payment when due, or
- make a payment to us that is not honored.

The default APR equals the greater of (1) the Prime Rate plus up to 23.99% or (2) up to 28.99%. We set your default APR by reviewing the seriousness of your default with us and your credit history. The default APR takes effect as of the first day of the billing period in which you default. We may lower the APR for new purchases and/or cash advances if you meet the terms of all Card Agreements that you have with us for twelve billing periods in a row. However, the default APR will continue to apply to your existing balances until they are paid in full, unless we tell you otherwise.

Effect of APR Increases. If an APR increases, periodic finance charges increase. Your minimum payment may increase as well.

## Promotions

We may offer you promotional terms for all or a part of any balances. Any promotional terms may apply for a limited period of time. They will be governed by the terms of the promotional offer and this Agreement. All promotional terms may end if you default under any Card Agreement you have with us because you do not make the minimum payment when due or make a payment to us that is not honored.

Some promotional offers may allow for deferred finance charges. Under such terms, we will not impose finance charges on the promotional balance if you pay it in full before the promotional period expires or before the promotional terms end because you default. If you do not pay the balance in full by that time, we will impose finance charges on the balance from the date of purchase until the balance is paid in full. The offer will tell you if we do not require minimum payments on the balance during the promotional period. The offer also will tell you if we require separate minimum payments on the balance during that period.

## Periodic Finance Charges Based on APRs

Periodic Finance Charges. We impose periodic finance charges when we apply APRs to your account balances. We do this every day by using a daily periodic rate. A daily periodic rate is the APR divided by 365.

When Periodic Finance Charges Begin. We begin to impose periodic finance charges the first day we add a charge to a daily balance. The charges we add to a daily balance include purchases and cash advances. They also include finance charges and fees. We continue to impose periodic finance charges until we credit your account with full payment of the total amount you owe us.

Grace Period on Purchases. You can avoid periodic finance charges on purchases, but not on cash advances. This is called

a grace period on purchases. You can get a grace period of at least 25 days if you pay the New Balance in full by the due date

Certain promotional offers may take away the grace period on purchases. Other promotional offers may allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the due date. If either is the case, the promotional offer will describe what happens.

Calculation of Periodic Finance Charges. We calculate periodic finance charges each billing period. To do this:

- We start with each of your different balances. These balances include, for example, standard purchases, standard cash advances, and different promotional balances.
- We calculate the daily balance for each of your different balances. To get a daily balance, we start with the balance as of the end of the previous day. We add any periodic finance charge on the previous day's balance. (This results in daily compounding of finance charges.) We add any new charges. We then subtract any new credits or payments.
- We multiply each daily balance by the daily periodic rate that applies to it. We do this for each day in the billing period. This gives us the daily periodic finance charges for each of your different balances.
- We add up all the daily periodic finance charges. The sum is the total periodic finance charge for the billing period.

When we calculate daily balances, we add a purchase or cash advance as of the Transaction Date on the billing statement. (The Transaction Date for a cash advance made using a convenience check is the date we receive the check for payment.) We add any cash advance transaction fee to the cash advance balance. We subtract a payment or credit as of the day it is credited to the account and then make other adjustments. We treat a credit balance as a balance of zero.

Balance Subject to Finance Charge. Your statement shows a Balance Subject to Finance Charge. It shows this for each different balance. The Balance Subject to Finance Charge is the average of the daily balances during the billing period. A billing period begins on the day after the Closing Date of the previous billing period. It includes the Closing Date of the current billing period.

You can use your billing statement to calculate periodic finance charges. For each different balance multiply the Balance Subject to Finance Charge by its daily periodic rate. Multiply that amount by the number of days in the billing period. The result is the total

periodic linance charge on that balance. Rounding may cause a small difference.

Minimum Finance Charge. We charge a minimum FINANCE CHARGE of \$2.00. We charge it if the total periodic finance charge is less than \$2.00. We add the additional amount to one or more of the balances that are assessed a periodic finance charge.

## Transaction Fee for Cash Advances

You take a cash advance if you use a convenience check; get money through an automated teller machine (ATM); get money through a financial institution; or engage in a similar transaction. For each cash advance we add a fee of 5% of the amount of the cash advance, but not less than S5. This fee is a **FINANCE CHARGE**. When first added to the cash advance balance, the transaction fee causes the APR on the statement to exceed the corresponding APR.

## Other Fees

Late Fee. If your account balance is \$51 or more, we add a late fee for each billing period you do not pay the Minimum Payment Due by the payment due date. This fee is based on your account balance as of the payment due date. The fee is \$20 on balances of \$51.00 up to \$150.99; \$29 on balances of \$151.00 up to \$400.99; and \$39 on balances of \$401.00 and over. We add this fee to the standard purchase balance.

Annual Membership Fee. If an annual membership fee applies, the Supplement shows it. We will refund this fee if you notify us that you are closing your account within 30 days of the mailing or delivery date of the statement on which the tee appears. The fee is otherwise non-refundable. If this fee applies, we add it to the standard purchase balance.

Returned Payment Fee. We add a \$29 fee if a payment check or similar instrument is not honored or is returned because it cannot be processed. We also add this fee if an automatic debit is returned unpaid. We assess this fee the first time your check or payment is not honored, even if it is honored upon resubmission. We add this fee to the standard purchase balance.

Returned Convenience Check Fee. We add a \$29 fee if we do not honor a convenience check. We may not honor these checks if the amount of the check would cause the balance to go over the cash advance limit or credit line. We may also not honor these checks if you default: if you did not comply with our instructions regarding the check; if your account has been closed; or for other reasons. We add this fee to the standard cash advance balance.

## Information on Foreign Currency Conversion

If you take a cash advance in a foreign currency at a branch or ATM of one of our affiliates, an affiliate of ours will convert it into U.S. dollars. Our affiliate currently uses a conversion rate in effect on its processing date. It uses a government-mandated rate if required to do so. If not, it uses a mid-point market rate. Our affiliate's procedure may change from time to time without notice. If you take a cash advance in a foreign currency anywhere else, MasterCard will convert it into U.S. dollars, MasterCard follows its own operating regulations or procedures. MasterCard currently uses a conversion rate in effect one day before its transaction processing date. It uses a governmentmandated rate if required to do so, if not, it uses a wholesale market rate. The procedures may change from time to time without notice. The conversion rate you get is the one used on the transaction's processing date. This may be different from the one in effect on the Transaction Date.

## Payments

Minimum Payment Due. You must pay at least the Minimum Payment Due by the payment due date each billing period. The sooner you pay the New Balance, the less you will pay in periodic finance charges.

We calculate the Minimum Payment Due as follows. We begin with any past due amount. We add any additional amount specified in a promotional offer. We then add the largest of the following:

- \* The Calculated New Balance if it is less than \$10;
- . \$10 if the Calculated New Balance is at least \$10; or
- 1% of the Calculated New Balance plus the amount of your billed periodic finance charges on the Calculated New Balance and any applicable late fee. (For this purpose, billed periodic finance charges do not include any accrued finance charges on the billing statement for a deferred finance charge promotion that ended during the billing period covered by the statement.)

The Calculated New Balance equals the New Balance on the billing statement less any balances subject to either of two types of promotional terms. The first are terms that do not require a minimum payment. The second are terms that require an additional amount as part of the Minimum Payment Due. The Minimum Payment Due never exceeds your Calculated New Balance plus any required additional amount specified in a promotional offer.

Application of Payments, You authorize us to apply payments

and credits in a way that is most favorable or convenient for us. This may include applying payments and credits to low APR balances first.

Payment Instructions. We credit your payments in accordance with our payment instructions on the billing statement. You must pay us in U.S. dollars. To do so, you must use a check, similar instrument, or automatic debit that is drawn on and honored by a bank in the U.S. Do not send cash. We can accept late or partial payments, or payments that reflect "paid in full" or other restrictive endorsements, without losing our rights. We also reserve the right to accept payments made in foreign currency and instruments drawn on funds on deposit outside the U.S. If we do, we select the currency conversion rate. We will then credit your account in U.S. dollars after deducting any costs incurred in processing your payment. Or we may bill you separately for these costs.

Optional Pay by Phone Service. You may use our optional Pay by Phone Service to make your payment by phone. To do so call us to request the service. Each time you do, you agree to pay us the amount shown in the Pay by Phone section on the back of the billing statement. Our representatives are trained to tell you this amount whenever you call to use the service.

## Credit Reporting

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. We may report account information in your name and the names of authorized users. We may also obtain follow-up credit reports on you.

If you think we reported incorrect information to a credit bureau, write us at the Customer Service address on the billing statement. We will investigate the matter. We will then tell you if we agree or disagree with you. If we agree with you, we will contact each credit bureau to which we reported and request a correction, if we disagree with you, we will tell you that.

## Information Sharing

You authorize us to share information about you as permitted by law. This includes information we get from you and others, it also includes information about your transactions with us. Please see our Privacy Notice for details about our information sharing practices.

# Changes to this Agreement We may change the rates, fees, and terms of this Agreement at any time for any reason. These reasons may be based on

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information in your credit report or general market conditions. Any changes we make may add, replace, or remove provisions of this Agreement. They may also change your rights and obligations under this Agreement as well as ours. These changes are binding on you unless you have the right to opt out and you choose to opt out by following our instructions.

You will have a right to opt out if the change will cause a rate or fee to increase. In that case, we will mail you advance written notice of the change. We will do this at least 15 days before the beginning of the billing period in which the change takes effect. If you do not agree to the change, you can opt out by contacting us. You must do this within 25 days of the effective date of the change. If you opt out, we will close your account. You can then pay the remaining balance under the old rates, fees, and terms. If you use the card after the effective date of a change, you will be deemed to have accepted the change. This applies even if the 25 day opt out period has not expired.

## Default

You default under this Agreement if you fail to pay the Minimum Payment Due by its due date; go over your credit line; pay by a check or similar instrument that is not honored or that we must return because it cannot be processed; pay by automatic debit that is returned unpaid; file for bankruptcy; or default under any other Card Agreement that you have with us. If you default, we may close your account and demand immediate payment of the total balance.

# Refusal of the Card, Closed Accounts, and Related Provisions

Refusal of the Card. We do not guarantee approval of transactions. We are not liable for transactions that are not approved. That is true even if you have enough credit. We may limit the number of transactions approved in one day. If we detect unusual or suspicious activity, we may suspend your credit privileges.

Preauthorized Charges. We may suspend any automatic or other preauthorized card charges you arrange with a third party. We may do this if you default; if the card is lost or stolen; or we change your account for any reason. If we do this, you are responsible for paying the third party directly if you wish to do so. You are also responsible for reinstating the preauthorized charges if you wish to do so and we permit it.

Lost or Stolen Cards, Account Numbers, or Convenience Checks. You must call us if any card, account number, or check is lost or stolen. You must also call us if you think someone used or may use them without permission. When you call, we may require you to provide information to help our investigation. We may require you to provide this information in writing. For example, we may ask you to identify any charges that were not made by you or someone authorized by you. We may also ask you to confirm that you received no benefit from those charges.

Closing Your Account. You may close your account by notifying us in writing or over the phone. If you close your account, you must still repay the total balance in accordance with this Agreement. We may also close your account or suspend account privileges at any time for any reason. We may do this without prior notice to you. We may also reissue a different card at any time. You must return any card to us upon request.

## ARBITHATION

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY, ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

Agreement to Arbitrate: Either you or we may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between you and us (called "Claims").

## Claims Covered

What Claims are subject to arbitration? All Claims relating to your account, a prior related account, or our relationship are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, crossclaims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney

general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (nonclass, non-representative) basis.

Whose Claims are subject to arbitration? Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as a co-applicant or authorized user of your account, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.

What time frame applies to Claims subject to arbitration? Claims arising in the past, present, or future, including Claims arising before the opening of your account, are subject to arbitration.

Broadest interpretation. Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").

What about Claims filed in Small Claims Court? Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, nonrepresentative) Claim.

## How Arbitration Works

How does a party initiate arbitration? The party filing an arbitration must choose one of the following two arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or National Arbitration Forum. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your then current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

American Arbitration Association 1633 Broadway, Floor 10 New York, NY 10019 Web site: www.adr.org National Arbitration Forum P.O. Box 50191 Minneapolis, MN 55405 Web site: www.arbitration-forum.com At any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party falls to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

What precedures and law are applicable in arbitration? A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information If requested to do so by you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

Who pays? Whoever tiles the arbitration pays the initial filing fee. If we file, we pay: if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses

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from another party if the arbitrator, applying applicable law, so determines,

Who can be a party? Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, coapplicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

When is an arbitration award final? The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days has passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

## Survival and Severability of Terms

This arbitration provision shall survive: (i) termination or changes in the Agreement, the account, or the relationship between you and us concerning the account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your account, or any amounts owed on your account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the entire arbitration provision shall not remain in force. No portion of this arbitration provision may be amended, severed or waived absent a written agreement between you and us.

Governing Law and Enforcing our Rights Governing Law. Federal law and the law of South Dakota, where we are located, govern the terms and enforcement of this Agreement.

Enforcing this Agreement. We will not lose our rights under this Agreement because we delay in enforcing them or fail to enforce them.

Collection Costs. To the extent permitted by law, you are liable to us for our legal costs if we refer collection of your account to a lawyer who is not our salaried employee. These costs may include reasonable attorneys' fees. They may also include costs and expenses of any legal action.

Assignment. We may assign any or all of our rights and obligations under this Agreement to a third party.

## For Further Information

Call us toll-free for further information. Call the toll-free Customer Service telephone number shown on the billing statement or on the back of your card. You can also call local or toll-free Directory Assistance to get our telephone number.

Ken Stork President & CEO Citibank (South Dakota), N.A. P.O. Box 6000 Sioux Falls, SD 57117

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## What To Do If There's An Error In Your Bill.

Your Billing Rights. Keep This Notice For Future Use.
This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill.

If you think your billing statement is wrong, or if you need more information about a transaction on your billing statement, write to us (on a separate sheet) as soon as possible at the address provided in the Billing Rights Summary portion on the back of your statement. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- . Your name and account number.
- . The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.
- · Please sign your letter.

If you authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment you must tell us at least three business days before the automatic payment is scheduled to occur.

## Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe your billing statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report your account as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your balance that are not in question.

If we find that we made a mistake on your billing statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will

send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name and address of anyone to whom we reported your account information. We must tell anyone we report you to that the matter has been settled between us when it is finally settled.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your billing statement was correct.

## Special Rule for Credit Card Purchases.

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services.

There are two limitations on this right:

- You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current address; and
- The purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

## Notice of Change in Terms and Right to Opt Out

**The Changes.** We are changing your Card Agreement and replacing it with a new one. The changes will be effective on the first day of your first billing period that begins on or after June 1, 2008 ("Effective Date"). The changes will be effective whether or not you receive a billing statement.

Your new Card Agreement follows this notice and the Supplemental Pricing Information ("Supplement"). The Supplement is part of your new Card Agreement. We have identified below some of the changes to your Card Agreement (listing the title of the new section). For complete details regarding those changes, please review the entire section of your new Card Agreement.

- APRs. This section, its subsections, and the Supplement describe the annual percentage rates ("APR"s); how we determine any APRs based on the U.S. Prime Rate ("Prime Rate"); how all your APRs may increase to a default APR if you fail to make a payment to us when due; and the effect of APR increases. These changes include APR increases.
- Promotions. This section describes that we may offer you promotional terms.
- Periodic Finance Charges Based on APBs.
   This section and its subsections describe periodic finance charges, when periodic finance charges begin, the grace period on purchases, the calculation of periodic finance charges, the balance subject to finance charge, and the minimum finance charge and how we determine it.
- Transaction Fee for Cash Advances.
   This section describes the transaction fee for cash advances. This fee is 5% of the amount of the cash advance, but not less than \$5.
- Other Fees. This section and its subsections describe other fees. These include the fee for late payment, which will be \$20 on balances of \$51.00

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up to \$150.99; \$29 on balances of \$151.00 up to \$400.99, and \$39 on balances of \$401.00 and over.

- Information on Foreign Currency Conversion. This section describes rules and procedures used to convert a transaction made in a foreign currency into U.S. dollars.
- Payments. This section and its subsections describe the minimum payment, how we calculate it, how we apply payments, and payment instructions. This section also includes a new subsection about our optional Pay by Phone Service.

Right to Opt Out. To opt out of these changes, you must call or write us by July 31, 2008. When you do, you must tell us that you are opting out Call us toll-free at 1-800-756-2484. (Please have your account number available.) Write us at CITGO Customer Service Center, P.O. Box 6401, Sioux Falls, SD 57117. (Include your name, address, and account number on your letter.) if you opt out of these changes, we will close your account. You must then repay the balance under the current terms. However, if you use your card after the Effective Date, you will be deemed to have accepted the changes even if you have notified us that you do not wish to accept them.

Please save this document for future reference.

# SUPPLEMENTAL PRICING INFORMATION

This Supplemental Pricing Information is part of your Card Agreement. The variable annual percentage rates and daily periodic rates shown below are as of April 1, 2008.

	Curret	Cuttent DPR	US Prime Rate plus
Purchases*	21.00%	0.05753%	\4.99%
Cash Advance	24.99%	0.06846%	18.99%
Default+	29.99%	0.08216%	up to 23.99%

\* With a minimum APR of 21.00%, and a maximum APR of 28.99% + With a minimum APR of up to 38.99%

Abbreviations: APR means annual percentage rate; DPR means daily periodic rate,

Annual Membership Fee. Any annual membership fee that applied to your account under your prior Card Agreement will continue to apply under this new Card Agreement.

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## CARD AGREEMENT

This Card Agreement is your contract with us. It governs the use of your card and account. The Supplemental Pricing Information ("Supplement") is part of this Agreement, Please read this Agreement, including the Supplement, carefully. Keep both for your records

## FACTS ABOUT RATES AND FEES

This is a summary of rates and fees on your account.

Please see the related sections of this Agreement
for more complete information.

## **RATES—FINANCE CHARGES**

Purchase and Cash Advance APRs. See Supplement, All APRs based on the Prime Rate may vary each billing period.

**Default APR.** See Supplement. The default APR equals the greater of (1) the Prime Rate plus up to 23.99% or (2) up to 28.99%. All APRs may automatically increase to the default APR if you do not make the minimum payment when due or make a payment to us that is not honored.

Minimum Finance Charge, \$2.00.

## TRANSACTION FEE-FINANCE CHARGE

Cash Advance Fee. 5% of each cash advance; \$5 minimum.

## OTHER FEES

Late Fee. \$20 on balances of \$51,00 up to \$150,99; \$29 on balances of \$151,00 up to \$400,99; and \$39 on balances of \$401,00 and over.

Annual Membership Fee, See Supplement,

Returned Payment Fee, \$29

Returned Convenience Check Fee, \$29.

When can we change the rates, fees, and terms of this Agreement? We may change the rates, fees, and terms of this Agreement at any time for any reason. These reasons may be based on information in your credit report or general market conditions. If the change will cause a rate or fee to increase, you will receive advance notice and a right to opt out. If you opt out, we will close your account. You can then repay the remaining balance under the old rates, fees, and terms.

## Definitions

account means the relationship established between you and us by this Agreement.

APA means an annual percentage rate.

authorized user means any person you allow to use your account.

card means one or more cards or other access devices that we give you to get credit under this Agreement. This includes account numbers.

we, us, and our mean Citibank (South Dakota), N.A., the issuer of your account.

yeu, your, and yours mean the person who applied to open the account. It also means any other person responsible for complying with this Agreement.

## **Your Account**

You agree to use your account in accordance with this Agreement. You must pay us for all amounts due on your account. This Agreement is binding on you unless you close your account within 30 days after receiving the card and you have not used or authorized use of the card. Your account must only be used for lawfull transactions.

Authorized Users. You may request additional cards for authorized users. You must pay us for all charges made by authorized users. You must pay us even if you did not intend to be responsible for those charges. You must notify us to withdraw any permission you give to an authorized user to use your account.

deint Accounts. If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the account is used by only one of you. You will continue to be liable for the entire balance of the account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant tails to pay as ordered by the court. Your account status will continue to be reported to the credit bureau under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Credit Line. The full amount of your credit line is available to use where the card is honored. Part of your credit line is called the cash advance limit. It is available for cash advances. We may reduce or increase your credit line or cash advance limit at any time for any reason. We will notify you of any change, but the change may take effect before you receive the notice. You should always keep your total balance below the credit line. However, if the total balance goes over your credit line you still must pay us, if your account has a credit balance, we may reduce the credit

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balance by any new charges on your account. You may not maintain a credit balance in excess of your credit line.

Checks. We may provide you with convenience checks. All uses of a convenience check will be a cash advance. You may not use convenience checks to pay an amount owed to us under this Agreement or any other Card Agreement you have with us. We do not certify these checks or return any checks that have been paid.

Billing Statement. Your billing statement shows the New Balance. This is the total amount you owe us on the Closing Date. To determine the New Balance, we begin with the total balance at the start of the billing period. We add any purchases or cash advances. We subtract any credits or payments. We then add any periodic finance charges or fees and make other adjustments.

Your billing statement also shows your transactions; the minimum payment due and payment due date; your credit line and cash advance limit; and your periodic finance charges and fees.

We deliver a billing statement to only one address. You must notify Customer Service of a change in address. We may stop sending you statements if we deem your account uncollectible. We may also stop sending you statements if we send your account to an outside agency or attorney for collection. Periodic finance charges and fees continue to add up even if we stop sending statements.

## APRS

APRs Based on Prime. If any APR is based on the U.S. Prime Rate ("Prime Rate"), the APR will equal the Prime Rate plus an additional amount. The additional amount appears on the Supplement. For each billing period we use the highest Prime Rate published in The Wall Street Journal within thirty days before the Closing Date. If the Prime Rate changes any APR, we put the new APR into effect as of the first day of the billing period for which we calculate the APR. We apply the new APR to any existing balances, subject to any promotional rate that may apply. If The Wall Street Journal does not publish the Prime Rate, we will use a similar published rate.

Default APR. All your APRs (including promotional APRs) on all balances may automatically increase to the default APR if you default under any Card Agreement you have with us because you

- do not make the minimum payment when due, or
- make a payment to us that is not honored.

The default APR equals the greater of (1) the Prime Rate plus up to 23.99% or (2) up to 28.99%. We set your default APR by reviewing the seriousness of your default with us and your credit history. The default APR takes effect as of the first day of the billing period in which you default. We may lower the APR for new purchases and/or cash advances if you meet the terms of all Card Agreements that you have with us for twelve billing periods in a row. However, the default APR will continue to apply to your existing balances until they are paid in full, unless we tell you otherwise.

Effect of APR Increases. If an APR increases, periodic finance charges increase. Your minimum payment may increase as well.

## **Promotions**

We may offer you promotional terms for all or a part of any balances. Any promotional terms may apply for a limited period of time. They will be governed by the terms of the promotional offer and this Agreement. All promotional terms may end if you default under any Card Agreement you have with us because you do not make the minimum payment when due or make a payment to us that is not honored.

Some promotional offers may allow for deferred finance charges. Under such terms, we will not impose finance charges on the promotional balance if you pay it in full before the promotional period expires or before the promotional terms end because you default. If you do not pay the balance in full by that time, we will impose finance charges on the balance from the date of purchase until the balance is paid in full. The offer will tell you if we do not require minimum payments on the balance during the promotional period. The offer also will tell you if we require separate minimum payments on the balance during that period.

## Periodic Finance Charges Based on APRs

Periodic Finance Charges. We impose periodic finance charges when we apply APRs to your account balances. We do this every day by using a daily periodic rate. A daily periodic rate is the APR divided by 365.

When Periodic Finance Charges Begin. We begin to impose periodic finance charges the first day we add a charge to a daily balance. The charges we add to a daily balance include purchases and cash advances. They also include finance charges and fees. We continue to impose periodic finance charges until we credit your account with full payment of the total amount you owe us.

Grace Period on Purchases. You can avoid periodic finance charges on purchases, but not on cash advances. This is called

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a grace period on purchases. You can get a grace period of at least 25 days if you pay the New Balance in full by the due date.

Certain promotional offers may take away the grace period on purchases. Other promotional offers may allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the due date. If either is the case, the promotional offer will describe what happens.

Calculation of Periodic Finance Charges. We calculate periodic finance charges each billing period. To do this:

- We start with each of your different balances. These balances include, for example, standard purchases, standard cash advances, and different promotional balances.
- We calculate the daily balance for each of your different balances. To get a daily balance, we start with the balance as of the end of the previous day. We add any periodic finance charge on the previous day's balance. (This results in daily compounding of finance charges.) We add any new charges. We then subtract any new credits or payments.
- We multiply each daily balance by the daily periodic rate that applies to it. We do this for each day in the billing period. This gives us the daily periodic finance charges for each of your different balances.
- We add up all the daily periodic finance charges. The sum is the total periodic finance charge for the billing period.

When we calculate daily balances, we add a purchase or eash advance as of the Transaction Date on the billing statement. (The Transaction Date for a cash advance made using a convenience check is the date we receive the check for payment.) We add any cash advance transaction fee to the cash advance balance. We subtract a payment or credit as of the day it is credited to the account and then make other adjustments. We treat a credit balance as a balance of zero.

Balance Subject to Finance Charge. Your statement shows a Balance Subject to Finance Charge. It shows this for each different balance. The Balance Subject to Finance Charge is the average of the daily balances during the billing period. A billing period begins on the day after the Closing Date of the previous billing period. It includes the Closing Date of the current billing period.

You can use your billing statement to calculate periodic finance charges. For each different balance multiply the Balance Subject to Finance Charge by its daily periodic rate, Multiply that amount by the number of days in the billing period. The result is the total

periodic finance charge on that balance. Rounding may cause a small difference.

Minimum Finance Charge. We charge a minimum FINANCE CHARGE of \$2.00. We charge it if the total periodic finance charge is less than \$2.00. We add the additional amount to one or more of the balances that are assessed a periodic finance charge.

## Transaction Fee for Cash Advances

You take a cash advance if you use a convenience check; get money through an automated teller machine (ATM); get money through a financial institution; or engage in a similar transaction. For each cash advance we add a fee of 5% of the amount of the cash advance, but not less than \$5. This fee is a **FINANCE CHARGE**. When first added to the cash advance balance, the transaction fee causes the APR on the statement to exceed the corresponding APR.

## Other Fees

Late Fee. If your account balance is \$51 or more, we add a late fee for each billing period you do not pay the Minimum Payment Due by the payment due date. This fee is based on your account balance as of the payment due date. The fee is \$20 on balances of \$51.00 up to \$150.99; \$29 on balances of \$151.00 up to \$400.99; and \$39 on balances of \$401.00 and over. We add this fee to the standard purchase balance.

Annual Membership Fee. If an annual membership fee applies, the Supplement shows it. We will refund this fee if you notify us that you are closing your account within 30 days of the mailing or delivery date of the statement on which the fee appears. The fee is otherwise non-refundable. If this fee applies, we add it to the standard purchase balance.

Returned Payment Fee. We add a \$29 fee if a payment check or similar instrument is not honored or is returned because it cannot be processed. We also add this fee if an automatic debit is returned unpaid. We assess this fee the first time your check or payment is not honored, even if it is honored upon resubmission. We add this fee to the standard purchase balance.

Returned Convenience Check Fee. We add a \$29 fee if we do not honor a convenience check. We may not honor these checks if the amount of the check would cause the balance to go over the cash advance limit or credit line. We may also not honor these checks if you default; if you did not comply with our instructions regarding the check; it your account has been closed; or for other reasons. We add this fee to the standard cash advance balance.

Information on Foreign Currency Conversion

If you take a cash advance in a foreign currency at a branch or ATM of one of our affiliates, an affiliate of ours will convert it into U.S. dollars. Our affiliate currently uses a conversion rate in effect on its processing date. It uses a government-mandated rate if required to do so. If not, it uses a mid-point market rate. Our affiliate's procedure may change from time to time without notice. If you take a cash advance in a foreign currency anywhere else, MasterCard will convert it into U.S. dollars, MasterCard follows its own operating regulations or procedures. MasterCard currently uses a conversion rate in effect one day before its transaction processing date. It uses a governmentmandated rate if required to do so. If not, it uses a wholesale market rate. The procedures may change from time to time without notice. The conversion rate you get is the one used on the transaction's processing date. This may be different from the one in effect on the Transaction Date.

## **Payments**

Minimum Payment Due. You must pay at least the Minimum Payment Due by the payment due date each billing period. The sooner you pay the New Balance, the less you will pay in periodic finance charges.

We calculate the Minimum Payment Due as follows. We begin with any past due amount. We add any additional amount specified in a promotional offer. We then add the largest of the following:

- . The Calculated New Balance if it is less than \$10;
- \$10 if the Calculated New Balance is at least \$10; or
- 1% of the Calculated New Balance plus the amount of your billed periodic finance charges on the Calculated New Balance and any applicable late fee. (For this purpose, billed periodic finance charges do not include any accrued finance charges on the billing statement for a deferred finance charge promotion that ended during the billing period covered by the statement.)

The Calculated New Balance equals the New Balance on the billing statement less any balances subject to either of two types of promotional terms. The first are terms that do not require a minimum payment. The second are terms that require an additional amount as part of the Minimum Payment Due. The Minimum Payment Due never exceeds your Calculated New Balance plus any required additional amount specified in a promotional offer.

Application of Payments. You authorize us to apply payments

and credits in a way that is most favorable or convenient for us. This may include applying payments and credits to low APR balances first.

Payment Instructions. We credit your payments in accordance with our payment instructions on the billing statement. You must pay us in U.S. dollars. To do so, you must use a check, similar instrument, or automatic debit that is drawn on and honored by a bank in the U.S. Do not send cash. We can accept tate or partial payments, or payments that reflect "paid in fulf" or other restrictive endorsements, without losing our rights. We also reserve the right to accept payments made in foreign currency and instruments drawn on funds on deposit outside the U.S. If we do, we select the currency conversion rate. We will then credit your account in U.S. dollars after deducting any costs incurred in processing your payment. Or we may bill you separately for these costs.

Optional Pay by Ptione Service. You may use our optional Pay by Phone Service to make your payment by phone. To do so, call us to request the service. Each time you do, you agree to pay us the amount shown in the Pay by Phone section on the back of the billing statement. Our representatives are trained to tell you this amount whenever you call to use the service.

## Credit Reporting

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. We may report account information in your name and the names of authorized users. We may also obtain follow-up credit reports on you.

If you think we reported incorrect information to a credit bureau, write us at the Customer Service address on the billing statement. We will investigate the matter. We will then tell you if we agree or disagree with you, If we agree with you, we will contact each credit bureau to which we reported and request a correction. If we disagree with you, we will tell you that.

## Information Sharing

You authorize us to share information about you as permitted by law. This includes information we get from you and others. It also includes information about your transactions with us. Please see our Privacy Notice for details about our information sharing practices.

Changes to this Agreement
We may change the rates, fees, and terms of this Agreement
at any time for any reason. These reasons may be based on

information in your credit report or general market conditions. Any changes we make may add, replace, or remove provisions of this Agreement. They may also change your rights and obligations under this Agreement as well as ours. These changes are binding on you unless you have the right to opt out and you choose to opt out by following our instructions.

You will have a right to opt out if the change will cause a rate or fee to increase. In that case, we will mail you advance written notice of the change. We will do this at least 15 days before the beginning of the billing period in which the change takes effect. If you do not agree to the change, you can opt out by contacting us. You must do this within 25 days of the effective date of the change. If you opt out, we will close your account. You can then pay the remaining balance under the old rates, fees, and terms. If you use the card after the effective date of a change, you will be deemed to have accepted the change. This applies even if the 25 day opt out period has not expired.

## Default

You default under this Agreement if you fail to pay the Minimum Payment Due by its due date; go over your credit line; pay by a check or similar instrument that is not honored or that we must return because it cannot be processed; pay by automatic debit that is returned unpaid; file for bankruptcy; or default under any other Card Agreement that you have with us. If you default, we may close your account and demand immediate payment of the total balance.

# Refusal of the Card, Closed Accounts, and Related Provisions

Refusal of the Card. We do not guarantee approval of transactions. We are not liable for transactions that are not approved. That is true even if you have enough credit. We may limit the number of transactions approved in one day. If we detect unusual or suspicious activity, we may suspend your credit privileges.

Preauthorized Charges. We may suspend any automatic or other preauthorized card charges you arrange with a third party. We may do this if you default; if the card is lost or stolen; or we change your account for any reason. If we do this, you are responsible for paying the third party directly if you wish to do so. You are also responsible for reinstating the preauthorized charges if you wish to do so and we permit it.

Lost or Stolen Cards, Account Numbers, or Convenience Checks. You must call us if any card, account number, or check is lost or stolen. You must also call us if you think someone used or may use them without permission. When you call, we may require you to provide information to help our investigation. We may require you to provide this information in writing. For example, we may ask you to identify any charges that were not made by you or someone authorized by you. We may also ask you to confirm that you received no benefit from those charges.

Closing Your Account. You may close your account by notifying us in writing or over the phone. If you close your account, you must still repay the total balance in accountance with this Agreement. We may also close your account or suspend account privileges at any time for any reason. We may do this without prior notice to you. We may also reissue a different card at any time. You must return any card to us upon request.

## ARBITHATION

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION, ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEDUING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

Agreement to Arbitrate: Either you or we may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between you and us (called "Claims").

## Claims Covered

What Claims are subject to arbitration? All Claims relating to your account, a prior related account, or our relationship are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, crossclaims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney

general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (nonclass, non-representative) basis.

Whose Claims are subject to arbitration? Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as a co-applicant or authorized user of your account, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankrupicy.

What time frame applies to Claims subject to arbitration? Claims arising in the past, present, or future, including Claims arising before the opening of your account, are subject to arbitration.

Broadest interpretation. Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").

What about Claims filed in Small Claims Court? Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, nonrepresentative) Claim.

## How Arbitration Works

How does a party initiate arbitration? The party filing an arbitration must choose one of the following two arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or National Arbitration Forum. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your then current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

1633 Broadway, Floor 10 New York, NY 10019 Web site: www.adr.org National Arbitration Forum P.O. Box 50191 Minneapolis, MN 55405 Web site: www.arbitration-forum.com

American Arbitration Association

At any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party falls to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

What procedures and law are applicable in arbitration? A single, neutral arbitrator will resolve Claims, The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

Who pays? Whoever files the arbitration pays the initial filing fee. If we file, we pay: if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses

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from another party if the arbitrator, applying applicable law, so determines.

Who can be a party? Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, coapplicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

When is an arbitration award final? The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after lifteen days has passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

## Survival and Severability of Terms

This arbitration provision shall survive: (i) termination or changes in the Agreement, the account, or the relationship between you and us concerning the account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your account, or any amounts owed on your account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the entire arbitration provision shall not remain in force. No portion of this arbitration provision may be amended, severed or waived absent a written agreement between you and us.

Governing Law and Enforcing our Rights Governing Law. Federal law and the law of South Dakota, where we are located, govern the terms and enforcement of this Agreement.

**Enforcing this Agreement.** We will not lose our rights under this Agreement because we delay in enforcing them or fail to enforce them.

Collection Costs. To the extent permitted by law, you are liable to us for our legal costs if we refer collection of your account to a lawyer who is not our salaried employee. These costs may include reasonable attorneys' fees. They may also include costs and expenses of any legal action.

Assignment. We may assign any or all of our rights and obligations under this Agreement to a third party.

## For Further Information

Call us toll-free for further information. Call the toll-free Customer Service telephone number shown on the billing statement or on the back of your card. You can also call local or toll-free Directory Assistance to get our telephone number.

Ken Stork President & CEO

Citibank (South Dakota), N.A. P.O. Box 6000 Sioux Falls, SD 57117

© 2008 Citibank (South Dakota), N.A.

COX,GLENN M\*\*7099634570600\* SYS 9363 PRIN 8006

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CM-819 9363/8006	CHRONICLE ARCHI	VE SUMMARY CITGO	-FE- 04/30/14 PAGE 34,904 RUN DATE 05/17 TIME 06:42
DATE STAT OPID	TERM CLERK T	YPE TEXT	
ACCOUNT # 7099634570600	000 (CONT)		
2011/04/95 ADD CSA	EUTQ 1	8053 180-53 FORBNC PLAN TYPE START DATE 0000000	O .
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FDR ARCHIV 092113 0608 SEPTEMBER 2013 ARCHIVED 00003 MEMOS

CM-819 9363/8006

CHRONICLE ARCHIVE SUMMARY

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NM-028 NEW REASON CODE = 40 OLD REASON CODE = 90

NM-028 NEW REASON CODE = 40 OLD REASON CODE = 40

-FE- 08/31/13 PAGE 36,317

RUN DATE 09/21 TIME 12:27

DATE STAT OPID TERM CLERK TYPE TEX

ACCOUNT # 7099634570600000 (CONT)

2011/08/11 ADD BC 002D 28 2011/08/12 ADD BC 002D 28

2011/08/17 ADD 4Q4 MQ76 CMS ANI: 7703613988

FDR ARCHIV 081713 0524 AUGUST 2013 ARCHIVED 00001 MEMOS

CM-819 9363/8006

CHRONICLE ARCHIVE SUMMARY

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-FE- 07/31/13

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RUN DATE 08/17 TIME 09:26

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STAT OPID TERM CLERK TYPE TEXT

ACCOUNT # 7099634570600000 (CONT) 2011/07/11 ADD GMS M076

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FDR ARCHIV 072013 0532 JULY 2013 ARCHIVED 00001 MEMOS

TEXT

CM-819 9363/8006

CHRONICLE ARCHIVE SUMMARY

CITGO

-FE- 06/30/13 PAGE 36,193

RUN DATE 07/20 TIME 09:40

DATE STAT OPID TERM CLERK TYPE

ACCOUNT # 7099634570600000 (CONT)

2011/06/03 ADD NM AUTO

39

FIXED PAYMENT AMOUNT SET TO 0.00 WAS 0.00

FDR ARCHIV 061513 0539 JUNE 2013 ARCHIVED 00002 MEMOS

CM-819 9363/8006

CHRONICLE ARCHIVE SUMMARY

CITGO

-FE- 05/31/13 PAGE 34,049

RUN DATE 06/15 TIME 08:07

DATE STAT OPID TERM CLERK TYPE TEXT

ACCOUNT # 7099634570600000 (CONT)

2010/05/06 ADD NM AUTO 18053 180-53 FORBNC PLAN TYPE B2 START DATE 20100506

2010/05/06 ADD NM AUTO 18054 180-54 FORBNC END DATE 99999999

Citi Prod (	֡
Cox v. Hannah	
) 000082	

2009/11/10 ADD

2009/11/13 ADD

FDR ARCHIV	051813 0506 MAY 20	013 ARCHIVED 00004 MEMOS	
CM-819 9363/8006 CHRC	ONICLE ARCHIVE SUMMARY	CITGO	-FE- 04/30/13 PAGE 32,921 RUN DATE 05/18 TIME 06:00
DATE STAT OPID TERM ACCOUNT # 7099634570600000	M CLERK TYPE TEXT (CONT)		
2011/04/05 ADD CSA EUTO	•	EASON CODE = 90 OLD REASON CODE = 37	
2011/04/05 ADD CSA EUTC		T AMOUNT SET TO 0.00 WAS 30.00	
2011/04/05 ADD CSA MQ76		LTED PER TWO MISSD PAYMENTS HENCE ROUTED	TO MAINSTREAM
2011/04/14 ADD IPY MQ76	6 CMS CH RQSTD CHM	G FOR HOME PHONE LHD. FROM Y TO N.	
FDR ARCHIV	042013 0520 APRIL:	2013 ARCHIVED 00003 MEMOS	
CM-819 9363/8006 CHRC	ONICLE ARCHIVE SUMMARY	CITGO	-FE- 03/31/13 PAGE 39,514 RUN DATE 04/20 TIME 06:59
DATE STAT OPID TERM ACCOUNT # 7099634570600000	M CLERK TYPE TEXT (CONT)		21.12 01, 20 11.12 00,01
2010/03/07 ADD FDR PULS			
2010/03/07 ADD NM AUTO 2011/03/14 ADD GXH MO76		C END DATE 00000000	
2011/03/14 ADD GXH MQ76	6 CMS PAYDOWN FOLL	OW-UP ONE MISS PAYMENT.	
FDR ARCHIV	031613 0508 MARCI	I 2013 ARCHIVED 00001 MEMOS	
CM-819 9363/8006 CHRO	ONICLE ARCHIVE SUMMARY	CITGO	-FE- 02/28/13 PAGE 35,841 RUN DATE 03/16 TIME 05:47
DATE STAT OPID TERM ACCOUNT # 7099634570600000	M CLERK TYPE TEXT		2007 2002 007 17 7 110 110 1
2011/02/22 ADD T SYSC	,	: CTP2/CT%2 DATE: 02/22/11 RSN: BML68	B/A: B
FOR ARCHIV	121512 0541 DECEM	IBER 2012 ARCHIVED 00002 MEM	OS
CM-819 9363/8006 CHRO	ONICLE ARCHIVE SUMMARY	CITGO	-FE- 11/30/12 PAGE 51,064 RUN DATE 12/15 TIME 11:19
DATE STAT OPID TERM ACCOUNT # 7099634570600000	N CLERK TYPE TEXT (COMT)		

NSF CHECK

SRS256 1110609 RETURN CHECK A -NSF

SRS256 110609

Citi Prod (Cox v. Hannah) 000083

FDR ARCHIV 102012 0533 OCTOBER 2012 ARCHIVED 00001 MEMOS

CM-819 9363/8006

CHRONICLE ARCHIVE SUMMARY

CITGO

-FE- 09/30/12 PAGE 46,731 RUN DATE 10/20 TIME 08:53

DATE STAT OPID TERM CLERK TYPE

ACCOUNT # 7099634570600000 (CONT)

2010/09/08 ADD BC 002D 132 NM-132 CRED BUR FLAG 2 OLD = NEW =

FDR ARCHIV 091512 0610 SEPTEMBER 2012 ARCHIVED 00001 MEMOS

CM-819 9363/8006

CHRONICLE ARCHIVE SUMMARY

CITGO

-FE- 08/31/12 PAGE 44,320 RUN DATE 09/15 TIME 10:33

STAT OPID TERM CLERK TYPE TEXT

ACCOUNT # 7099634570600000 (CONT)

2010/08/27 ADD BC 002D 132 NM-132 CRED BUR FLAG 2 OLD = NEW =

FDR ARCHIV 061612 0541 JUNE 2012 ARCHIVED 00005 MEMOS

CM-819 9363/8006

CHRONICLE ARCHIVE SUMMARY

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NM-028 NEW REASON CODE = 37 OLD REASON CODE = 90

-FE- 05/31/12 PAGE 40,822 RUN DATE 06/16 TIME 11:13

DATE STAT OPID TERM CLERK TYPE TEXT

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ACCOUNT # 7099634570600000 (CONT)

2010/05/06 ADD GXH EKF8

2010/05/06 ADD GXH EKF8 39 2010/05/06 ADD GXH EKF8 184

2010/05/06 ADD MQ76 GXH CMS

GXH

FIXED PAYMENT AMOUNT SET TO 30.00 WAS 0.00 NM-184 = AM30.00 AM20.00, PREV AM30.45 AM20.00 PAYDOWN REINSTATED 0%, \$30. NPO< MPD AND NM CL1 UPDATED \$30. HENCE ROUTED TO HOST

OUEUE. 1458 EKF8GXH TC283 BTID DM AM000000002175 AM2000000000000

FDR ARCHIV 051912 0528 MAY 2012 ARCHIVED 00002 MEMOS

CM-819 9363/8006

2010/05/06

CHRONICLE ARCHIVE SUMMARY

CITGO

-FE- 04/30/12 PAGE 40,072 RUN DATE 05/19 TIME 08:51

DATE STAT OPID TERM CLERK TYPE TEXT

ACCOUNT # 7099634570600000

2010/04/05 ADD 72T MQ76

ADD

F/C ADJ FOR 0%APR, AS PER UPDATE UNABLE TO REINSTATE PYD, ALREADY MAIL SENT, HOLD

FOR REPLY

2010/04/05 ADD 72T AAEO 22143

2003 AAEO72T TC283 BTTD DM AM000000002260 AM200000000000000

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2010/03/0	)5	ADD	FUR	RULS		928	GB60PROCESSED BROKEN TTAG
2010/03/0	)5	ADD	##	FDR		197	3760 LETTER SENT O12LB2
2010/03/0	7	ADD	FDR	RULS		16	NM-016 = E PREV STATUS = E
2010/03/0		ADD	FDR	RULS		28	nm-028 new reason code = 90 old reason code = 37
2010/03/0		ADD	FDR	RULS		39	FIXED PAYMENT AMOUNT SET TO 0.00 WAS 22.00
2010/03/1	L8	ADD				CMS	DISREGARD THE PREVIOUS MEMO REGARDING AO PAPERLESS ENROLLMENT OFFER, THIS ACCOUNT WILL NOT BE SELECTED DUE TO STATUS OF ACCOUNT
2010/03/2		ADD	EG4	MQ76		CMS	O/R PBPHONE FEE.
2010/03/2		ADD	EG4	MQ76		CMS	G/R PBPHONE FEE.
2010/03/2		ADD	EG4	MQ76		CMS	PMT REF# 10082085705 EDITS: PMT AMT CHGD FROM '30,00' TO '60.00'.
2010/03/2		ADD	EG4	MQ76		CMS	ANI: 7709734289
2010/03/2		ADD	EG4	HQ76		CMS	O/R PBPHONE FEE.
2010/03/2		ADD	£G4	MQ76		CMS	O/R PEPHONE FEE.
2010/03/2		ADD	EG4	MQ76		CMS	O/P PBPHONE FEE.
2010/03/2		ADD	EG4	MQ76		CMS	O/R PBPHONE FEE.
2010/03/2		ADD	EG4	MQ76		CMS	O/R PBPHONE FEE.
2010/03/23		ADD [		MQ76	(	IMS	O/R PBPHONE FEE.
2010/03/2	-	ADD	LG4	MQ76		CMS	O/R PBPHONE FEE.
2010/03/2		ADD	EG4	MQ76		CMS	PMT REF# 10082085705 EDITS: PMT AMT CHGD FROM '60.00' TO '30.00'. PMT REF# 100910 85705 EDITS: PMT AMT CHGD FROM '60.00' TO '30.00'. PMT REF# 10121085705 EDITS: PMT AMT CHGD FROM '60.00' TO '30.00'. PMT REF# 10152085705 EDITS: PMT AMT CHGD FROM '60.00' TO '30.00'. PMT REF# 10132085705 EDITS: PMT AMT CHGD FROM '60.00' TO '30.00'. PMT REF# 10214085705 EDITS: PMT AMT CHGD FROM '60.00' TO '30.00'. PMT REF# 10244085705 EDITS: PMT AMT CHGD FROM '60.00' TO '30.00'. PMT REF# 10274085705 EDITS: PMT AMT CHGD FROM '60.00' TO '30.00'. PMT REF# 10305085705 EDITS: PMT AMT CHGD FROM '60.00' TO '30.00'. PMT REF# 10305085705 EDITS: PMT AMT CHGD FROM '60.00' TO '30.00'. PMT REF# 11032085705 EDITS: PMT AMT CHGD FROM '60.00' TO '30.00'. PMT REF# 11032085705 EDITS: PMT AMT CHGD FROM '60.00' TO '30.00'. PMT REF# 11032085705 EDITS: PMT AMT CHGD FROM '60.00' TO '30.00'. PMT REF# 11032085705 EDITS: PMT AMT CHGD FROM '60.00' TO '30.00'.
2010/03/2		ADD	EG4	MQ76		CMS	O/R FBPHONE FEE.
2010/03/2		ADD	EG4	MQ76		CMS	O/R PEPHONE FEE.
2010/03/2		ADD	EG4	MQ76		CMS	O/R EBPHONE FEE.
2010/03/2	4	ADD	GXH	MQ76		CMS	AS PER NEW UPDATE NO NEED TO RESET PAYDOWN MANULLY, HENCE MAIL FWD TO UM.

FOR ARCHIV 031712 0619 MARCH 2012 ARCHIVED 00003 MEMOS

CM~819 9363/8006 CHRONICLE ARCHIVE SUMMARY CITGO -FE- 02/29/12 PAGE

99.422

CM-819

RUN DATE 03/17 TIME 10:39

DATE STAT OPID TERM CLERK TYPE ACCOUNT # 7099634570600000 (CONT)

2009/02/20 ADD FDR RULS 18053 180-53 FORENC PLAN TYPE B2 START DATE 20090219

2009/02/20 ADD MM AUTO 18054 180-54 FORBNC END DATE 99999999

2010/02/27 ADD CMS ENROLL IN PAPERLESS STMTS OFFER - STMT CREDIT OF \$5 - APPLIED AFTER 90 DAYS OF CO

NTINUOUS PAPERLESS ENROLLMENT

FDR ARCHIV 021812 0548 FEBRUARY 2012 ARCHIVED 00003 MEMOS

CM-819 9363/8006 PAGE 62,944 CHRONICLE ARCHIVE SUMMARY CITGO -FE- 01/31/12 RUN DATE 02/18 TIME 09:40

DATE STAT OPID TERM CLERK TYPE

ACCOUNT # 7099634570600000 (CONT)

9363/8006

ACCOUNT # 7099634570600000

2009/01/04 18053 START DATE 00000000 ADD FDR RULS 180-53 FORBNC PLAN TYPE

2009/01/04 NM AUTO 18054 180-54 FORBNC END DATE 00000000 ADD

2010/01/07 72J MQ76 ADD CMS QUEUE REVIEW COMPLETED; NO ISSUES.

FDR ARCHIV 012112 0527 JANUARY 2012 ARCHIVED 00001 MEMOS

CM-819 9363/8006 CHRONICLE ARCHIVE SUMMARY CITGO -FE- 12/31/11 PAGE 55,176 RUN DATE 01/21 TIME 10:44

CITGO

-FE- 11/30/11

PAGE

STAT OPID TERM CLERK TYPE

ACCOUNT # 7099634570600000 (CONT) 197 012LB2 2009/12/02 ADD ## FDR 3761 LETTER SENT

CHRONICLE ARCHIVE SUMMARY

FDR ARCHIV 121711 0548 DECEMBER 2011 ARCHIVED 00001 MEMOS

59,858 RUN DATE 12/17 TIME 12:35

STAT OPID TERM CLERK TYPE TEXT (CONT)

2009/11/10 ADD CMS FOREBEARANCE CLEANUP: CPICII SET TO NOINONIN - EVY97 FDR ARCHIV 111911 0609 NOVEMBER 2011 ARCHIVED 00001 MEMOS

TEXT

TEXT

TEXT'

CM-819 9363/8006

CHRONICLE ARCHIVE SUMMARY

CHRONICLE ARCHIVE SUMMARY

CITGO

-FE- 10/31/11 PAGE 37,017

DATE

STAT OPID TERM CLERK TYPE

RUN DATE 11/19 TIME 13:58

ACCOUNT # 7099634570600000

(CONT) 2009/10/19 ADD PR ECOA

79168

NM 791-68 CR BUR PRV FLG OLD FIELD = \* NEW FIELD = 1

FDR ARCHIV 082011 0525 AUGUST 2011 ARCHIVED 00002 MEMOS

-FE- 07/31/11 PAGE 67.265

2008/07/29

STAT OPID TERM CLERK TYPE

CITGO

RUN DATE 08/20 TIME 11:23

ACCOUNT # 7099634570600000

FDR ARCHIV

(CONT)

18053

180-53 FORBNC PLAN TYPE C3 START DATE 20080728

2008/07/29 ADD

CM-819 9363/8006

ADD FOR RULS MM AUTO

18054

180-54 FORBNC END DATE 99999999

041611

0508 APRIL 2011 ARCHIVED 00001 MEMOS

-FE- 03/31/11 PAGE 92,045

9363/8006

CHRONICLE ARCHIVE SUMMARY

CMS

39

184

RUN DATE 04/16 TIME 08:02

DATE STAT OPID TERM CLERK TYPE

ACCOUNT # 7099634570600000 (CONT) 2009/03/02 ADD 3KO MQ76

ANI: 7709734289

FOR ARCHIV 031911

FOR

FDR.

ADD

ADD

0518 MARCH 2011 ARCHIVED 00006 MEMOS

CM-819 9363/8006

2009/02/20

2009/02/20

CHRONICLE ARCHIVE SUMMARY

CITGO

-FE- 02/28/11 PAGE 88,277 RUN DATE 03/19 TIME 06:48

DATE STAT OPID TERM CLERK TYPE TEXT ACCOUNT # 7099634570600000 (CONT) 2009/02/19 ADD FDR RULS 928 GA60PROCESSED ADD TTAG 2009/02/19 ADD ## FDR 197 8833 LETTER SENT 2009/02/20 ADD FDR RULS 1.6 28 2009/02/20 ADD FDR RULS

RULS

RULS

012LB2 NM-016 = E PREV STATUS = E

NM-028 NEW REASON CODE = 37 OLD REASON CODE = 90 FIXED PAYMENT AMOUNT SET TO 22.00 WAS 0.00 NM-184 = AM48.00 AM20.00, PREV AM108.79 AM20.00

0523 FEBRUARY 2011 ARCHIVED 00003 MEMOS

CHANGE CPST: CTPB/CTP2 DATE: 06/26/08 RSN: NM168 B/A: B

Citi Prod (	
(Cox v. Han	
inan)	
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FOR ARCHIV

2008/06/25 ADD AA

021911

168

CM-819 9363/8006	CHRONICLE ARCHIVE SUM	DARY CITGO	-FE- 01/31/11 PAGE 53,355
DATE STAT OF IT		TEXT	ROW TAKE 02/13 TIME 09:11
2009/01/02 ADD FDR	* * * * * * * * * * * * * * * * * * * *	CCD1PROCESSED COMPLETED TTAG	
2009/01/04 ADD FDR		NM-016 = E PREV STATUS = E	
2009/01/04 ADD FDR		NM-028 NEW REASON CODE = 90 OLD REASON CODE = 38	
FDR ARCHI	V 082110 05	17 AUGUST 2010 ARCHIVED 00010 MEMO:	S
CM-819 9363/8006	CHRONICLE ARCHIVE SUMM	ARY CITGO	-FE- 07/31/10 PAGE 81,358 RON DATE 08/21 TIME 11:51
DATE STAT OFII		TEXT	
ACCOUNT # 7099634570600	· · · · · ·		
2008/07/28 ADD EVM		STATUS/ REASON CODE IS CHANGED FROM 'NOPMAL' TO 'CI	OSED-CLD BY CUST'.
2008/07/28 ADD EVM	f=	NM-016 = C PREV STATUS =	
2008/07/28 ADD EVM		NM-028 NEW REASON CODE = 97 OLD REASON CODE = 00	
2008/07/28 ADD EVM	~	NM-18000 CLEAR DELQ RETAIN RISTORY	
2008/07/29 ADD FDR		NM-016 = E PREV STATUS = C	
2008/07/29 ADD FUR		NM-028 NEW REASON CODE = 38 OLD PEASON CODE = 97	
2008/07/29 ADD FDR		FIXED PAYMENT AMOUNT SET TO 0.00 WAS 0.00	
2008/07/29 ADD FDR		NM-184 = AM92.23 AM20.00, PREV AM164.63 AM20.00	
2008/07/28 ADD FDR		CADIPROCESSED ADD TTAG	
2008/07/28 ADD ##	FDR 197	8813 LETTER SENT 012LB2	
FDR ARCIN	V 071710 05	13 JULY 2010 ARCHIVED 00003 MEMOS	
CM-819 9363/8006	CHRONICLE ARCHIVE SUMM	ARY CITGO	-FE- 06/30/10 PAGE 75,372 RUN DATE 07/17 TIME 08:43
DATE STAT GRIE ACCOUNT # 7099634570600		TEXT	
2008/06/02 ADD ##	FDR 197	6103 LETTER SENT 012LB2	
2008/06/25 ADD	CMS	OPL CIT - JUNE 2008 - PRICING STRATEGY UPDATED	

Citi Prod (Cox v. Hannah) 000088

FDR ARCHIV 061910 0542 JUNE 2010 ARCHIVED 00001 MEMOS

TEXT

CM-819 9363/8006

CHRONICLE ARCHIVE SUMMARY

CITGO

-FE- 05/31/10 PAGE 32,850

RUN DATE 06/19 TIME 10:11

DATE

STAT OPID TERM CLERK TYPE

ACCOUNT # 7099634570600000 (CONT)

2008/05/02 ADD

CMS

OPL CIT - JUNE 2008 - STATEMENT INSERT - SEG 1 - CTCIT508

FOR ARCHIV 051510 0546 MAY 2010 ARCHIVED 00001 MEMOS

CITGO

-FE- 04/30/10 PAGE

55,493

CM-819 9363/8006

CHRONICLE ARCHIVE SUMMARY

CMS

9

COLL

RUN DATE 05/15 TIME 09:20

DATE

STAT OFID TERM CLERK TYPE

ACCOUNT # 7099634570600000 (CONT)

OPL CIT - JUNE 2008 - STATEMENT INSERT - SEG 1

FDR ARCHIV 041710 0540 APRIL 2010 ARCHIVED 00003 MEMOS

CM-819 9363/8006

2008/04/29 ADD

CHRONICLE ARCHIVE SUMMARY

CITGO

-FE- 03/31/10 PAGE 61,765

FUN DATE 04/17 TIME 11:37

DATE STAT OPID TERM CLERK TYPE TEZT

ACCOUNT # 7099634570600000 (CONT)

2008/03/03 ADD CA ACS 2003/03/02 ADD 3KO MQ76 NM-009 1375.00 ; OLD LINE = 1275.00

CCI/VALG/CURRENT ON A PYDWN REC' LIP WNTD CONFRMD WS LEGIT/ADV WL NT CB AND RESET

EVRY 12 MO

2009/03/02 ADD 3KO MQ76 COLL CH ROSTO CHNG FOR E-MAIL ADDRESS AND SOLICITATION FROM , TO GCOX@COMPTROUB.COM,

SERVICING & MARKETING FROM PARTNER.

Citi Prod
Cox v.
Hannah)
000089

ACCOUNT # 7099634570600000 (CONT) 2007/10/17 ADD 3BH MQ76

FDI	R AR	CHIV	,	032010		0523	MARCH 2010 ARCHIVED 00007 MEMOS				
CM-819 93	863/800	б	CHR	ONICLE AR	CHIVE	SUMMARY	CITGO	-FE- 02/28/10 PAGE 45,122 RUN DATE 03/20 TIME 10:07			
DATE ACCOUNT # 1	STAT !099634		TERM 00	CLERK (CONT)	TYPE	TEX		aton some of me annual notes,			
2008/02/03	ADD	##	FDR		197	61	3 LETTER SENT 012LB2				
2009/02/19	ADD	05G	MQ76		COLL	s/w	CM RFD 44, DISAB FIXED INCOME SOF SS INCOME/ DISA PRGM PAYDOWN RSN FOR PRGM TO ENABLE CM PAY OFF F				
				000/ DA	T (a)						
				UU% DA	LW.		297.60 #MNTHS ON ARG 44 #PMTS 12 CHK#				
							052009 04062009 05062009 06052009 07062009 080620				
							2042009 01062010 MNTHLY PMTS \$30.00 EDUC TDUE AM				
							G PMTS WL INCRS AT END OF ARG Y ARG COUL D CONTIN	THE FOR UP TO 60 MONTHS Y ED			
2009/02/19	ADD	U5G	MO76		COLL		CLSE Y ED INS CNCL Y SOF END OF AR PBPHONE FEE.				
2003/02/19	ADD	U5G	MO76		COLL		PBPHONE FEE.				
2009/02/19	ADD	05G	MQ76		COLL			DIAM #DMED 1 CHY#/C) 0002000			
			-			02	VVCM ANI-HPEDU AND ADV CM ON SOACM THOUGHT PMT PLAN-#PMTS 1 CHK#(S) 9021909 02192009 MNTHLY PMTS \$30.00				
2009/02/19	ADD	U5G	MQ76		COLL		WILL PAY OFF BAL ON ACCT VAIG Y PROMO:N NDS ON N UATION FOR OVER 6MNTHS DUR:SOCIAL SECURITY INCOME				
						SSN	AND DISABILITY BENEFITS				
2009/02/20	ADD	73L	MQ76		COLL	REM	VED FROM UTILITIES PER CPM W/PAYDOWNS ARE HANDLEI	IN PYCALLNOW 02/20/09.			
17131	≀ AR	CHIV		011610		0550	JANUARY 2010 ARCHIVED 00001 MEMOS	7 96			
	3/8006	. ~ M. M. V		VICLE ARC			CITGO	-FE- 12/31/09 PAGE 35,185			
011 0113 300	3,0000		CIIIC	WICHE MIC	117 013 7	OUTSTANCE	C1 190	RUN DATE 01/16 TIME 12:11			
DATE	STAT	OPID	TERM	CLERK	TYPE	TEX		rote only of to live that			
ACCOUNT # 7			.,	(CONT)		F					
2007/12/04	ADD	##	FDR	, ,	197	61	3 LETTER SENT 012LB2				
Statement of	in a serie	~~1 × 41 × 4		* * * * * * * * *		0.00	The state of the s	~ ~			
i 10 L	l AR	CHIV		112109		0612	VOVEMBER 2009 ARCHIVED 00001 MEM	OS			
CM-819 9	363/800	)6	CHI	RONICLE A	RCHIVE	SUMMAR	CITGO	-FE- 10/31/09 PAGE 40,413			
								RUN DATE 11/21 TIME 12:57			
DATE		OPID	TERM	CLERK	TYPE	TEX					

FDR ARCHIV 081509 0555 AUGUST 2009 ARCHIVED 00012 MEMOS

ANI: 7703613988

CMS

CM~819	9363	/8006		CHRONI	CLE ARC	HIVE SUMM	ARY CITGO		07/31/09 DATE 08/15	PAGE 82,245
DATE		STAT	OPID	TERM	CLERK	TYPE	TEXT			3.0103
ACCOUNT	# 70	996345	706000	00 (0	ONT)		•			
2008/07	7/16	ADD	GRC	MQ76		COLL	WAITING ON CHECKSSTGY:PTF \$50.00 CHK VIA MAIL $\boldsymbol{\epsilon}$	PMTSHT 7/	16/08 EXP RC	V DT:7/23/0
2008/07	728	ADD	EVM	MQ76		COLL	O/R PEPHONE FEE.			
2008/97	/28	ADD	EVM	MQ76		COLL	CHNGD I CYCLES AMT DUE FRM 74.72 TO 30.00			
2008/07	/28	ADD	EVM	MQ76		COLL	STGY OTH, ARG UPP, **CAD11300**, SC 44, APP 13.09	k, 6 @ \$30	.00 VIA CHEC	KDRAFT, PAY
							MENT DATE(S) 7/28/08, 8/28/08, 9/26/08, 10/29/08, 71002202334, 71002202335, 71002202336, 710022023			
2008/07	/28	ADD	EVM	MQ76		COLL	O/R PBPHONE FEE.			
2008/07	1/28	ADD	EVM	MQ76		COLL	#PMTS 6 CHK#(S) 90728-90733 07282008 08282008 092 8 MNTHLY PMTS \$30.00	262008 10	292008 11262	008 1226200
2008/07	/28	ADD	EVM	MQ76		COLL	O/R PBPHONE FEE.			
2008/07	/28	ADD	EVM	MQ76		COLL	O/R PBPHONE FEE.			
2008/07	/28	ADD	EVM	MQ76		COLL	CHNGD 2 CYCLES AMT DUE FRM 70.60 TO 30,00			
2008/07	/28	ADD	EVM	MQ76		COLL	O/R PBPHONE FEE.			
2008/07	/28	ADD	EVM	MQ76		COLL	O/R PBPHONE FEE.			
2007/07	/02	ADD	并并	FDR.		197	6103 LETTER SENT 012LB2			

FDR ARCHIV 071809 0521 JULY 2009 ARCHIVED 00003 MEMOS

CM-819 9363/8006

2007/06/01 ADD CV

CHRONICLE ARCHIVE SUMMARY

CONV

CITGO

-FE- 06/30/09 PAGE 57,799 RUN DATE 07/18 TIME 09:18

DATE STAT OPID TERM CLERK TYPE TEXT ACCOUNT # 7099634570360000 (CONT)

BUREAU REPORT: ACCT-STAT= 11, BALANCE

\$0 PMT-RATING= , SPEC-COMMENT= . COMPL-COND-CD= , ECOA-CD=1, CNS-CD , ECOA-CD-SP= , CNS-CD-SP= NOT DELINQUEN

T, MOT CLOSED

FDR ARCHIV 062009 0530 JUNE 2009 ARCHIVED 00005 MEMOS

CM-819 9363/80	006	CHRONICLE ARC	HIVE SUMM	MARY CITGO -FE- 05/31/09 PAGE 17,102 RUN DATE 06/20 TIME 09:20
DATE ST ACCOUNT # 70998		TERM CLERK	TYPE	TEXT
2007/05/02 AI		* CV	CONA	BUREAU REPORT: ACCT-STAT= 11, BALANCE \$1,379 PMT-RATING= , SPEC-COMMENT=AP, COMPL-COND-CD= , ECOA-CD=1, CNS-CD , ECOA-CD-SP= , CNS-CD-SP= NOT DELINQUEN T, CLOSED ON 2007-05-02
2007/05/21 AI	DD CV	* CA	CONV	ACCOUNT ACCESS LOG OPERATOR=CACS , ACCESS TYPE=CC, TIME-STAMP=2007-05-21-00.04 .00.000000, COUNT=00001
2007/05/20 AI	DD CV	* CA	CONV	ACCOUNT LETTER LOG LETTER=4640, LETTER TYPE=S, LETTER WORK DATE=2007-05-20, CR-A CT-TYPE=40, RAW-AGE-LTR-GEN=00
2007/05/20 AL	DD CV	* CA	CONV	ACCOUNT LETTER LOG LETTER=8916, LETTER TYPE=I, LETTER WORK DATE=2007-05-20, CR-A CT-TYPE=89, RAW-AGE-LTR-GEN=00
2007/05/03 AI	DD CV	* CA	COMA	ACCOUNT LETTER LOG LETTER=0240, LETTER TYPE=S, LETTER WORK DATE=2007-05-03, CR-A CT-TYPE=00, RAW-AGE-LTR-GEN=01
FDR	ARCHIV	051609	05	19 MAY 2009 ARCHIVED 00002 MEMOS
CM-819 9363/80	006	CHRONICLE ARCI	HIVE SUMM	#ARY CITGO -FE- 04/30/09 PAGE 23,593 RUN DATE 05/16 TIME 08:51
DATE 51 ACCOUNT # 70996		TERM CLERK 0 (CONT)	TYPE	TEXT
2007/04/23 AE	D CA	* CV	CMS	DECLINED AUTH: CARD 00701 AT 16.16.00 \$1.00 PROD-CD= 01 PEND-CD= DISP- CD= 006 MERCHANT# 30321138 TRAN-ID=
2007/04/02 AE	DD CA	* CV	CONV	BUREAU REPORT: ACCT-STAT= 11, BALANCE \$1,241 PMT-RATING= , SPEC-COMMENT= , COMPL-COND-CD= , ECOA-CD=1, CNS-CD , ECOA-CD-SP= , CNS-CD-SP= NOT DELINQUEN T, NOT CLOSED
FDR	<b>NCHIV</b>	041809	05	12 APRIL 2009 ARCHIVED 00002 MEMOS
CM-819 9363/80	106	CHRONICLE ARCI	HIVE SUMM	MARY CITGO -FE- 03/31/09 PAGE 17,366 RUN DATE 04/18 TIME 06:44
DATE ST ACCOUNT # 70996	AT OPID		TYPE	TEXT
2007/03/02 AE	DD CV	* CA	CONV	BUREAU REPORT: ACCT-STAT= 11, BALANCE \$1,109 PMT-RATING= , SPEC-COMMENT= , COMPL-COND-CD= , ECOA-CD=1, CNS-CD , ECOA-CD-SP= , CNS-CD-SP= NOT DELINQUEN T, NOT CLOSED
2007/03/31 AD	DD CV	* CV	CONV	ACCOUNT LETTER LOG LETTER=8911, LETTER TYPE=1, LETTER WORK DATE=2007-03-31, CR-A CT-TYPE=89, RAW-AGE-LTR-GEN=00

FDR ARCHIV 032109 0509 MARCH 2009 ARCHIVED 00007 MEMOS

CM-819 21,028	9363/80	06	СН	RONICLE	ARCHIVE	SUMMARY		CITGO				-FE	- 02/28	3/09	PAGE
,												RUN D	ATE 03,	21 TIME	06:26
DATE	STAT	OPID		CLERK	TYPE	TEXT									
ACCOUNT #	70996345	706000	00 (	CONT)											
2007/02/05	ADD	CV	*	CA	CONV	SCRATCH	PAD: CD= 06	SPD PY RQ:	OK 00000	003041	02/94/2	2007	\$13	4.26	
2007/02/01	ADD	CA	t:	ÇΑ	CONV	BUREAU R	EPORT: ACCT-	STAT= 11, BA	LANCE	\$1,167	PMT' - B	RATING	.a , SE	PEC~COMME	N'P=AP,
						COMPL-C	COND-CD= , E0	COA-CD=1, CN	S-CD ,	ECOA-CI	)SP= ,	CRS-C	D-SP=	NOT DEI	JINGUEN
						T, CLOSE	D ON 2007-02	-01							
2007/00/05	ADD	CV	*	CA	CONV	ACCOUNT	LETTER LOG E	LETTER-8916,	LETTER	TYPE=I,	LETTER	WORK	DATE=20	007-00-05	, CR-A
						CT-TYPE=	89, RAW-AGE-	LTR-GEN=00							
2007/02/02	ADD	CV	*	CA	CONV	ACCOUNT	LETTER LOG	LETTER-0240,	LETTER	TYPE-S,	LETTER	WORK	DATE=20	07-02-02	CR-A
						CT-TYPE=	00, RAW-AGE-	LTR-GEN=01							
2007/02/02	ADD	CV	-)	ÇΫ	CONV	ACCOUNT	LETTER LOG I	LETTER-8889,	LETTER	TYPE=I,	LETTER	WORK	DATE=20	007-02-02	, CR-A
						CT-TYPE=	89, RAW-AGE-1	LTR-GEN=01							
2007/02/01	ADD	CV	+	CA	CONV	ACCOUNT .	LETTER LOG 1	LETTER-8911,	LETTER	TYPE=I,	LETTER	WORK	DATE=20	07-02-03	. CR-A
						CT-TYPE=	89, RAW-AGE-I	LTR-GEN=01							
2008/02/21	ADD	BA6	MQ76		COLL	O/R PBPH	ONE FEE.								

## FDR ARCHIV 022109 0510 FEBRUARY 2009 ARCHIVED 00001 MEMOS

CM-819	9363/8006	CHRONICLE ARCHIVE SUMMARY	CITGO	-FE- 01/31/09 PAGE 20,676
				RUN DATE 02/21 TIME 06:24

DATE STAT OPID TERM CLERK TYPE TEXT ACCOUNT # 7099634570600000 (CONT)

## FDR ARCHIV 011709 0516 JANUARY 2009 ARCHIVED 00005 MEMOS

CM-819 3	9363/8006		CHRON.	ICLE ARC	HIVE SUM	MMMARY CITGO -FE- 12/31/08 PAGE 26,056 RUN DATE 01/17 TIME 06:48
DATE ACCOUNT #	STAT # 70996345	OPID 706000	TERM	CLERK CONT)	TYPE	TEXT
2006/12/0	OQA IO	CV	*	CA	CONV	BUREAU REPORT: ACCT-STAT= 11, BALANCE \$1,252 PMT-RATING= , SPEC-COMMENT=AP, COMPL-COND-CD= , ECOA-CD=1, CNS-CD , ECOA-CD-SP= , CNS-CD-SP= NOT DELINQUEN T. CLOSED ON 2006-12-01
2006/12/2	21 ADD	CA	*	CA	CONV	ACCOUNT LETTER LOG LETTER=8916, LETTER TYPE=1, LETTER WORK DATE=2006-12-21, CR-A CT-TYPE=89, RAW-AGE-LTR-GEN=00
2006/12/0	)2 ADD	CV	*	CV	CONV	ACCOUNT LETTER LOG LETTER=0240, LETTER TYPE=S, LETTER WORK DATE=2006-12-02, CR-A CT-TYPE=00, RAW-AGE-LTR-GEN=01
2006/12/0	DZ ADD	CA	λ.	CA	CONV	ACCOUNT LETTER LOG LETTER=8889, LETTER TYPE=1, LETTER WORK DATE=2006-12-07, CR-A CT-TYPE=89, MAW-AGE-LTR-GEN=01
2007/12/1	L9 ADD	J7R	MQ76		COLL	O/R PBPHONE FEE.

FDR ARCHIV 122008 0514 DECEMBER 2008 ARCHIVED 00003 MEMOS

CM-819 9363	3/8006		CHROI	NICLE ARC	HIVE SU	WMARY	CITGO			11/30/08 DATE 12/20		-
DATE	STAT	OPID	TERM	CLERK	TYPE	TEXT						
ACCOUNT # 70				(CONT)								
2006/11/09	ADD	CV	*	CV	CONV		ER LOG LETTER=8889,	LETTER TYPE=I,	LETTER WORK	K DATE=2006-	·11-09, C	IR-A
2006/11/02	3.00	017	*	CVI	CICALIT		RAW-AGE-LTR-GEN=00		*******		31 00 0	
2006/11/02	ADD	CV	×	CA	CONV		ER LOG LETTER=0240, RAW-AGE-LTR-GEN=02	LETTER TYPE=S,	LETTER WORL	( DATE=2006-	11-02, C	R-A
2006/11/01	ADD	CV	*	CV	COMA	ACCOUNT LETTI	RAW-AGE-LTR-GEN=02 PR LOG LETTER=0240, PAW-AGE-LTR-GEN=02	LETTER TYPE=S,	LETTER WORK	C DATE=2006-	11-01, C	R-A
ne o	A ID	CHIV		111508	4)	CIO NOVEL	IBER 2008 ARCHI	IVED AAAA B	ATTACC			
CM-819						JE SUMMAPY	CITGO	EVELP OUTON	THE REFLERENCE	-FE- 10/31/	מ פה'	PAGE
81.654	23037	3000		CHECKET	E AKOUL	TEL SUPPLIE	C1160			-26- 10/31/	00 F	AGG
,									RUN	DATE 11/15	TIME 07:	19
DATE		OFID		CLEBK	TYPE	TEXT						
ACCOUNT # 70				(COMT)								
2006/10/04	ADD	CV	*	CA	CONV		ER LOG LETTER=8911,	LETTER TYPE=I,	LETTER WORL	CDATE=2006-	10-04, C	R-A
2007/10/17	ADD	ЗВН	MO7.6		COLL	CT-TYPE=89, I	RAW-AGE-LTR-GEN=01					
2001/10/11	1100	JEII	210.0		0910	CH WOOLLD ID	110141, 1213.					
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								UVED 00001		rr_ 00/31/00	מא	اتت
CM-819 9	AR 363/80			192008 HRONICLE			ABER 2008 ARCH	IIVED 00001		re- 08/31/08	PAG	E
								IIVED 00001	— <u>F</u>	TE- 08/31/08		
CM-819 9	363/80	06	CF		ARCHIVE			IIVED 00001	— <u>F</u>			
CM-819 9 69,274 DATE ACCOUNT # 70	363/80 STAT 996345	OPID 706000:	C: TEPM	HRONICLE  CLERK (CONT)	ARCHIVE TYPE	SUMMARY	CITGO		-i Run	DATE 09/20	TIME 08:	33
CM-819 9 69,274 DATE	363/80 STAT	OPID	C: TEPM	RONICLE	ARCHIVE	SUMMARY  TEXT  ACCOUNT LETTE			-i Run	DATE 09/20	TIME 08:	33
CM-819 9 69,274 DATE ACCOUNT # 70 2006/08/03	363/80 STAT 996345 ADD	OPID 706000: CV	CF TEPM 00 (	RONICLE CLERK (CONT) CV	ARCHIVE TYPE CONV	SUMMARY  TEXT  ACCOUNT LETTE  CT-TYPE=89, F	CITGO ER LOG LETTER-8916, RAW-AGE-LTR-GEN=00	LETTER TYPE=1,	-I RUN LETTER WORF	DATE 09/20	TIME 08:	33
CM-819 9 69,274 DATE ACCOUNT # 70 2006/08/03	363/80 STAT 996345 ADD	OFID 706000:	CF TEPM 00 (	HRONICLE  CLERK (CONT)	ARCHIVE TYPE CONV	SUMMARY  TEXT  ACCOUNT LETTE  CT-TYPE=89, F	CITGO EK LOG LETTER-8916,	LETTER TYPE=1,	-I RUN LETTER WORF	DATE 09/20	TIME 08:	33
CM-819 9 69,274 DATE ACCOUNT # 70 2006/08/03	363/80 STAT 996345 ADD	OPID 706000 CV	CF TERM 000 (	RONICLE CLERK (CONT) CV	ARCHIVE TYPE CONV	SUMMARY  TEXT  ACCOUNT LETTE  CT-TYPE-89, F	CITGO ER LOG LETTER-8916, RAW-AGE-LTR-GEN=00	LETTER TYPE=1,	-i Run Letter word	DATE 09/20	TIME 08:	33 R-A
CM-819 9 69,274 DATE ACCOUNT # 70 2006/08/03	363/80 STAT 996345 ADD	OPID 706000 CV	CF TERM 000 (	CLERK CONT) CV 081608	ARCHIVE TYPE CONV	SUMMARY  TEXT  ACCOUNT LETTE  CT-TYPE-89, F	CITGO  THE LOG LETTER=8916, RAW-AGE-LTR-GEN=00  T 2008 ARCHIVE	LETTER TYPE=1,	-I RUN LETTER WORK IOS	DATE 09/20	TIME 08: 08-03, C	33 R-A
CM-819 9 69,274  DATE ACCOUNT # 70 2006/08/03  FIRE CM-819 9363	363/80 STAT 996345 ADD AR	OPID 7060000 CV	CF TERM 00 '	CLERK (CONT) CV  081608 HIGHE ARC	ARCHIVE TYPE CONV  OHERE	SUMMARY  TEXT  ACCOUNT LETTE  CT-TYPE-89, F	CITGO  THE LOG LETTER=8916, RAW-AGE-LTR-GEN=00  T 2008 ARCHIVE	LETTER TYPE=1,	-I RUN LETTER WORK IOS	DATE 09/20 DATE=2006~	TIME 08: 08-03, C	33 R-A
CM-819 9 69,274  DATE ACCOUNT # 70 2006/08/03  FDR  CM-819 9363  DATE ACCOUNT # 70	363/80 STAT 996345 ADD  AR /8006 STAT 996345	OPID 7060000 CV	CF TERM 00 ( * (CHRON TERM	CLERK (CONT) CV  081608  NICLE ARC CLERK (CONT)	ARCHIVE TYPE CONV  OHIVE SUNTYPE	SUMMARY  TEXT  ACCOUNT LETTE CT-TYPE=89. F	CITGO  ER LOG LETTER=8916, RAW-AGE-LTR-GEN=00  T 2008 ARCHIVE  CITGO	LETTER TYPE=1,	-I RUN LETTER WORF IOS -FE- RUN	DATE 09/20 DATE=2006- 07/31/08 DATE 08/16	TIME 08; 08-03, C PAGE 6 TIME 11:	33 R-A 2,398
CM-819 9 69,274  DATE ACCOUNT # 70 2006/08/03  FIRE CM-819 9363	363/80 STAT 996345 ADD AR	OPID 7060000 CV	CF TERM 00 '	CLERK (CONT) CV  081608 HIGHE ARC	ARCHIVE TYPE CONV  OHERE	SUMMARY  TEXT  ACCOUNT LETTE CT-TYPE=89, F  S31 AUGUS'  MARY  TEXT  ACCOUNT LETTE	CITGO  ER LOG LETTER=8916, RAW-AGE-LTR-GEN=00  T 2008 ARCHIVE  CITGO  ER LOG LETTER=8911,	LETTER TYPE=1,	-I RUN LETTER WORF IOS -FE- RUN	DATE 09/20 DATE=2006- 07/31/08 DATE 08/16	TIME 08; 08-03, C PAGE 6 TIME 11:	33 R-A 2,398
CM-819 9 69,274  DATE ACCOUNT # 70 2006/08/03  FDR  CM-819 9363  DATE ACCOUNT # 70	363/80 STAT 996345 ADD  AR /8006 STAT 996345	OPID 7060000 CV	CF TERM 00 ( * (CHRON TERM	CLERK (CONT) CV  081608  NICLE ARC CLERK (CONT)	ARCHIVE TYPE CONV  OHIVE SUNTYPE	SUMMARY  TEXT  ACCOUNT LETTE CT-TYPE=89, F  MARY  TEXT  ACCOUNT LETTE CT-TYPE=89, F	CITGO  ER LOG LETTER=8916, RAW-AGE-LTR-GEN=00  T 2008 ARCHIVE  CITGO	LETTER TYPE=1,  1) 00002 NIEA	RUN LETTER WORF  IOS  FE-  KUN LETTER WORF	DATE 09/20 CDATE=2006- 07/31/08 DATE 08/16 CDATE=2006-	TIME 08: 08-03, C PAGE 6 TIME 11: 07-22, C	33 R-A 2,398 19 R-A

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Account Notes.TXT
   @CMS CISDISPLAY
COX,GLENN M**2994 KODIAK CT**MARIETTA*GA*30062-1543*7099634570600*2
                                                                 ACCOUNT # 7099634570600
       S=SELECT C/U=UPDATE D=DELETE
                                                                                        PAGE 001
C USER TYPE
                 DATE
                         TIME
                                                       MEMO TEXT
   1XU PERM
                082214 0656 THE PREVS EMAIL WAS FROM LEGAL
                082214 0655 EMAIL REDV/ NO ACDVS FOUND FOR THIS ACCT/ EMAIL REP//+
   1XU PERM
  VKH PERM
                081814 1343 RECVD EMAI LFROM SD LEGAL REQ ALL INFO THAT WAS SENT +
                071514 0824 RCV RICA REQ FRM MCM ADDED RICA NOT AVAIL TO MEDIA FO+ 060514 0928 RCV RICA REQ FRM MCM.ADDED NO RICA AVAILABLET MEDIA F+
  009 PERM
  K6P PERM
                060514 0926 RCV RICA REQ FRM MCM.ADDED NO RICA AVAILABLET MEDIA F+
  K6P PERM
   FDR ARCHIV 051714 0521 MAY 2014 ARCHIVED 00002 MEMOS
                031814 0931 CUST INQ ABT STMT COPIES/GV RECOVERY NUMBER/
  CHW CMS
  CHW CMS
                031814 0930 ANI PASSED W/BUSINESSPHONE
                031814 0930 COX,GLENN M SELECTED 031814 0930 ANI: 7703613988
  CHW CMS
  CHW CMS
  FDR ARCHIV 021514 0524 FEBRUARY 2014 ARCHIVED 00004 MEMOS
  FDR ARCHIV 111613 0536 NOVEMBER 2013 ARCHIVED 00004 MEMOS FDR ARCHIV 101913 0545 OCTOBER 2013 ARCHIVED 00002 MEMOS
  FDR ARCHIV 092113 0608 SEPTEMBER 2013 ARCHIVED
                                                               00003 MEMOS
  FDR ARCHIV 081713 0524 AUGUST 2013 ARCHIVED 00001 MEMOS
 F2=ADD NEW MEMO
                        PF5=PI1
                                           F7=BACK F8=FORWARD
SELECT A MEMO & ENTER OR PRESS PF KEY
                                                                                  V2MEMTRN 00
  @CMS CISDISPLAY
COX,GLENN M**2994 KODIAK CT**MARIETTA*GA*30062-1543*7099634570600*2
                                                                 ACCOUNT # 7099634570600
CMDS S=SELECT C/U=UPDATE D=DELETE
                                                                                        PAGE 002
C USER TYPE DATE TIME
                                                       MEMO TEXT
  FDR ARCHIV 072013 0532 JULY 2013 ARCHIVED 00001 MEMOS FDR ARCHIV 061513 0539 JUNE 2013 ARCHIVED 00002 MEMOS
  FDR ARCHIV 051813 0506 MAY 2013 ARCHIVED 00004 MEMOS
FDR ARCHIV 042013 0520 APRIL 2013 ARCHIVED 00003 MEMOS
FDR ARCHIV 031613 0508 MARCH 2013 ARCHIVED 00001 MEMOS
NM 79168 030613 0412 NM 791-68 CR BUR PRV FLG OLD FIELD = 1 NEW FIELD = 1
  B 57 030613 0412 CR BUREAU FLAG OLD FIELD= 1 NEW FIELD= Z
FDR 28 022213 1108 NM-028 NEW REASON CODE = 33 OLD REASON CODE = 40
NM N115C* 022213 0014 *Buyer - Encore 888 303-3005
                                                                                                 C+
  FDR ARCHIV 121512 0541 DECEMBER 2012 ARCHIVED 00002 MEMOS
  FDR ARCHIV 102012 0533 OCTOBER 2012 ARCHIVED 00001 MEMOS
  FDR ARCHIV 091512 0610 SEPTEMBER 2012 ARCHIVED 00001 MEMOS
  PERM 082412 1433 APR RVW FAIL - F3 - NOT ELIGIBLE / WRITE-OFF ACCT FDR ARCHIV 061612 0541 JUNE 2012 ARCHIVED 00005 MEMOS
  FDR ARCHIV 051912 0528 MAY 2012 ARCHIVED 00002 MEMOS
                050712 1425 APR RVW FAIL - F3 - NOT ELIGIBLE / WRITE-OFF ACCT
       PERM
                        PF5=PI1
 F2=ADD NEW MEMO
                                          F7=BACK F8=FORWARD
SELECT A MEMO & ENTER OR PRESS PF KEY
                                                                                 V2MEMTRN 00
  @CMS CISDISPLAY
COX,GLENN M**2994 KODIAK CT**MARIETTA*GA*30062-1543*7099634570600*2
                                                                 ACCOUNT # 7099634570600
CMDS S=SELECT C/U=UPDATE D=DELETE
C USER TYPE DATE TIME
                                                       MEMO TEXT
  FDR ARCHIV 042112 0615 APRIL 2012 ARCHIVED
                                                        00023 MEMOS
  FDR ARCHIV 031712 0619 MARCH 2012 ARCHIVED 00003 MEMOS
  FDR ARCHIV 021812 0548 FEBRUARY 2012 ARCHIVED 00003 MEMOS FDR ARCHIV 012112 0527 JANUARY 2012 ARCHIVED 00001 MEMOS
  FDR ARCHIV 121711 0548 DECEMBER 2011 ARCHIVED 00001 MEMOS FDR ARCHIV 111911 0609 NOVEMBER 2011 ARCHIVED 00001 MEMOS
                101411 1413 APR RVW FAIL - F6 - PENALTY PRICING
  FDR ARCHIV 082011 0525 AUGUST 2011 ARCHIVED 00002 MEMOS
```

Page 1

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Account Notes.TXT
  FDR ARCHIV 041611 0508 APRIL 2011 ARCHIVED 00001 MEMOS
  FDR ARCHIV 031911 0518 MARCH 2011 ARCHIVED 00006 MEMOS
               031711 1018 APR RVW FAIL - F5 - ACCT AT OR BELOW STANDARD APRS
       PERM
  9WS PERM 031411 1343 D2 REPORT: PGM SET APPROPRIATELY. NO ACTION REQUIRED FDR ARCHIV 021911 0523 FEBRUARY 2011 ARCHIVED 00003 MEMOS
  FDR ARCHIV 082110 0517 AUGUST 2010 ARCHIVED 00010 MEMOS
  FDR ARCHIV 071710 0513 JULY 2010 ARCHIVED 00003 MEMOS FDR ARCHIV 061910 0542 JUNE 2010 ARCHIVED 00001 MEMOS
                                        F7=BACK F8=FORWARD
 F2=ADD NEW MEMO
                     PF5=PI1
SELECT A MEMO & ENTER OR PRESS PF KEY
                                                                              V2MEMTRN 00
  @CMS CISDISPLAY
COX.GLENN M**2994 KODIAK CT**MARIETTA*GA*30062-1543*7099634570600*2
                                                              ACCOUNT # 7099634570600
      S=SELECT C/U=UPDATE D=DELETE
C USER TYPE
                DATE TIME
                                                    MEMO TEXT
  FDR ARCHIV 051510 0546 MAY 2010 ARCHIVED
                                                    00001 MEMOS
  FDR ARCHIV 041710 0540 APRIL 2010 ARCHIVED 00003 MEMOS
  FDR ARCHIV 032010 0523 MARCH 2010 ARCHIVED 00007 MEMOS
       PERM
               031810 0047 COMPLIANCE CIT DO6PY MND - NO OPT OUT - APR TO FIXED +
  FDR ARCHIV 011610 0550 JANUARY 2010 ARCHIVED 00001 MEMOS RV 95405 112509 0748 MSQ=0003 PRV CR BUR FLG OLD FIELD= * NEW FIELD= 3
  FDR ARCHIV 112109 0612 NOVEMBER 2009 ARCHIVED 00001 MEMOS
  FDR ARCHIV 081509 0555 AUGUST 2009 ARCHIVED 00012 MEMOS
  FDR ARCHIV 071809 0521 JULY 2009 ARCHIVED 00003 MEMOS FDR ARCHIV 062009 0530 JUNE 2009 ARCHIVED 00005 MEMOS FDR ARCHIV 051609 0519 MAY 2009 ARCHIVED 00002 MEMOS
  FDR ARCHIV 041809 0512 APRIL 2009 ARCHIVED 00002 MEMOS FDR ARCHIV 032109 0509 MARCH 2009 ARCHIVED 00007 MEMOS
  FDR ARCHIV 022109 0510 FEBRUARY 2009 ARCHIVED 00001 MEMOS FDR ARCHIV 011709 0516 JANUARY 2009 ARCHIVED 00005 MEMOS
  FDR ARCHIV 122008 0514 DECEMBER 2008 ARCHIVED 00003 MEMOS
 F2=ADD NEW MEMO
                      PF5=PI1
                                        F7=BACK F8=FORWARD
SELECT A MEMO & ENTER OR PRESS PF KEY
                                                                              V2MEMTRN 00
  @CMS CISDISPLAY
COX,GLENN M**2994 KODIAK CT**MARIETTA*GA*30062-1543*7099634570600*2
                                                              ACCOUNT # 7099634570600
CMDS S=SELECT C/U=UPDATE D=DELETE
                                                                                    PAGE 005
C USER TYPE DATE TIME
                                                    MEMO TEXT
  FDR ARCHIV 111508 0519 NOVEMBER 2008 ARCHIVED 00002 MEMOS
  FDR ARCHIV 092008 0520 SEPTEMBER 2008 ARCHIVED
  FDR ARCHIV 081608 0531 AUGUST 2008 ARCHIVED 00002 MEMOS
  FDR 79514
              072908 0457 CB DATE CLOSED FROM 00000000 TO 07282008
  NM 79143 072808 1918 CB CONS CLSD DT FROM 00000000 TO 07282008
```

F2=ADD NEW MEMO PF5=PI1

F7=BACK F8=FORWARD

SELECT A MEMO & ENTER OR PRESS PF KEY

V2MEMTRN 00

@CMI

Account Notes.TXT
ACCOUNT # 7099634570600 PAGE 01 OF 01
COX,GLENN M\*\*2994 KODIAK CT\*\*MARIETTA\*GA\*30062-1543\*7099634570600\*2

	ADDED	LAST USED						
ARCHIVE DATE: 07/15/2023	USERID: 009	USERID: 009						
OVRRIDE DATE:	DATE 07/15/2014	DATE 07/15/2014						
OPERATOR: 009	TIME 08:24:12	TIME 08:24:12						
MEMO TYPE: PERM	TERMID: BCDA	TERMID: BCDA						
MEMO TEXT								
RCV RICA REO FRM MCM ADDED								

PF3=RETURN PF5=PI1 PF7=BACKWARD PF8=FORWARD PF10=PREV MEMO PF11=NEXT MEMO

ARCHIVE DATE: 06/05/2023 USERID....: K6P USERID....: K6P
OVRRIDE DATE: DATE....: 06/05/2014 DATE....: 06/05/2014
OPERATOR...: K6P TIME....: 09:28:00 TIME....: 09:28:00
MEMO TYPE...: PERM TERMID....: TUB8 TERMID....: TUB8

RCV RICA REQ FRM MCM.ADDED NO RICA AVAILABLET MEDIA FOLDR T BE SNT T BUYER

PF3=RETURN PF5=PI1 PF7=BACKWARD PF8=FORWARD PF10=PREV MEMO PF11=NEXT MEMO

@CMI

ACCOUNT # 7099634570600 PAGE 01 OF 01 COX,GLENN M\*\*2994 KODIAK CT\*\*MARIETTA\*GA\*30062-1543\*7099634570600\*2

ARCHIVE DATE: 06/05/2023 USERID...: K6P USERID...: K6P
OVRRIDE DATE: DATE...: 06/05/2014 DATE...: 06/05/2014
OPERATOR...: K6P TIME...: 09:26:17 TIME...: 09:26:17
MEMO TYPE..: PERM TERMID...: TUB8 TERMID...: TUB8

RCV RICA REQ FRM MCM.ADDED NO RICA AVAILABLET MEDIA FOLDR T BE SNT T BUYER

## Account Notes.TXT

PF3=RETURN PF5=PI1 PF7=BACKWARD PF8=FORWARD PF10=PREV MEMO PF11=NEXT MEMO

@CMI

ACCOUNT # 7099634570600 P. COX,GLENN M\*\*2994 KODIAK CT\*\*MARIETTA\*GA\*30062-1543\*7099634570600\*2 PAGE 01 OF 01

	ADDED	LAST USED
ARCHIVE DATE: 02/22/2022	USERID: NM	USERID: NM
OVRRIDE DATE:	DATE 02/22/2013	DATE 02/22/2013
OPERATOR:	TIME 00:14:08	TIME 00:14:08
	TERMID: TAPE	TERMID: TAPE
	MEMO TEXT	
*Ruyer - Encore 888 303-30	AS COLD	

Buyer - Encore 888 303-3005 CPLR

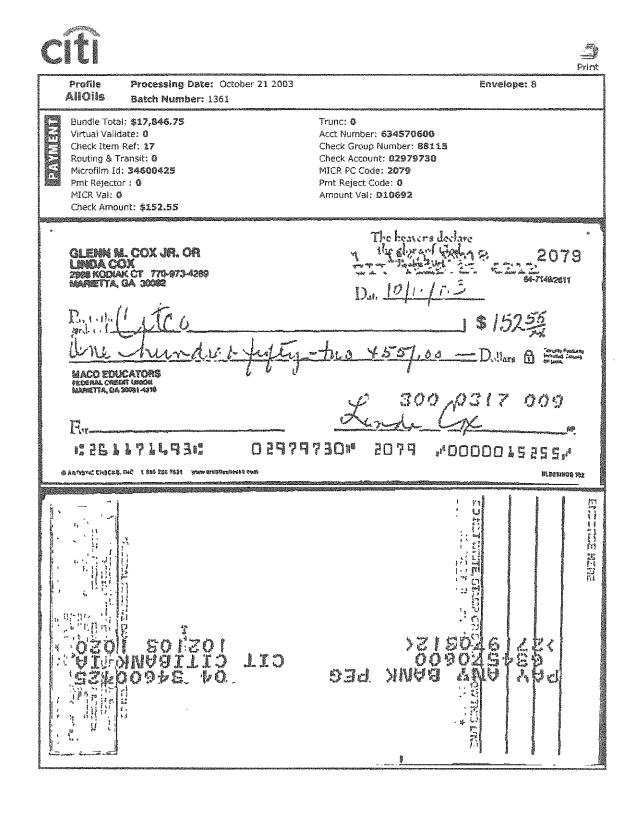
PF3=RETURN PF5=PI1 PF7=BACKWARD PF8=FORWARD PF10=PREV MEMO PF11=NEXT MEMO

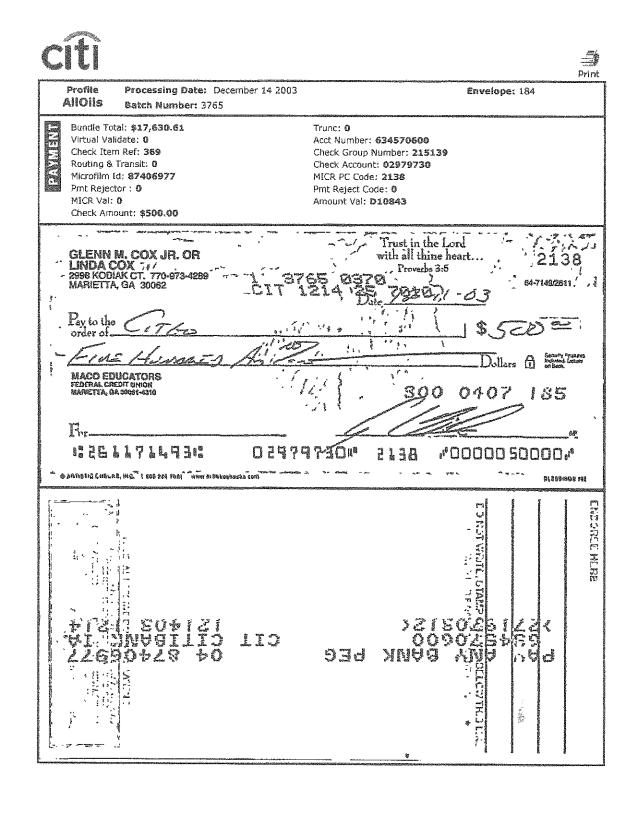
@CMI

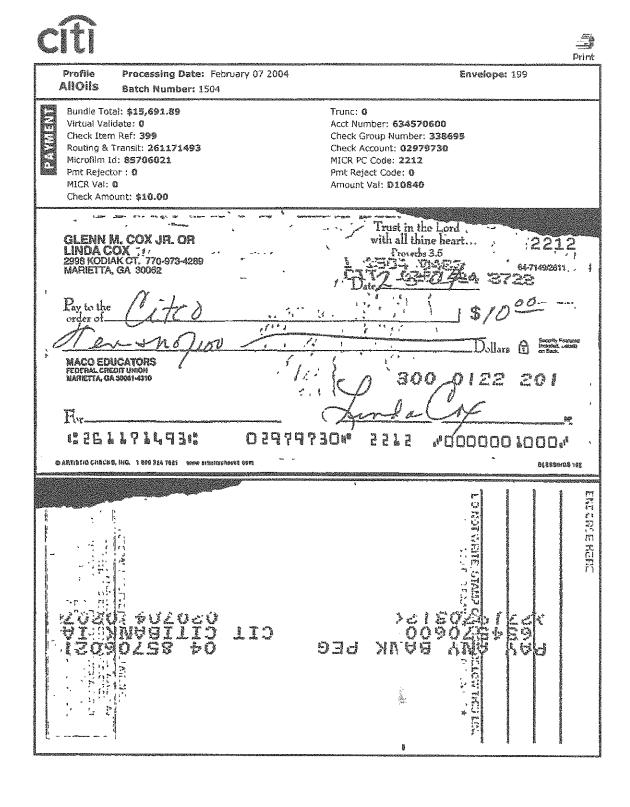
ACCOUNT # 7099634570600 PAGE 01 OF 01 COX,GLENN M\*\*2994 KODIAK CT\*\*MARIETTA\*GA\*30062-1543\*7099634570600\*2

	ADDED	LAST USED
ARCHIVE DATE: 03/18/2019	USERID:	USERID:
OVRRIDE DATE:	DATE 03/18/2010	DATE 03/18/2010
OPERATOR:	TIME 00:47:20	TIME: 00:47:20
MEMO TYPE: PERM	TERMID:	TERMID:
	MEMO TEXT	
	NO OPT OUT - APR TO FIXED	

PF3=RETURN PF5=PI1 PF7=BACKWARD PF8=FORWARD PF10=PREV MEMO PF11=NEXT MEMO







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	Profile AllOils	Processing Date: July 29 2004 Batch Number: 69592	Envelope: 183	<u>editerative</u>
	Virtual Valid Check Item Routing & Ti	Ref: 367 Pansit: 261171493   50041417   r : 0	Trunc: 0 Acct Number: 634570600 Check Group Number: 715811 Check Account: 1300000029797 MICR PC Code: 2397 Pmt Reject Code: 0 Amount Val: D10667	
	PAX PAR	LINDA COX 2994 KOGIAK CT. MARIETIA CA 20062 CLGO ESLLY-TONE	64-7149-2611/ 2397	
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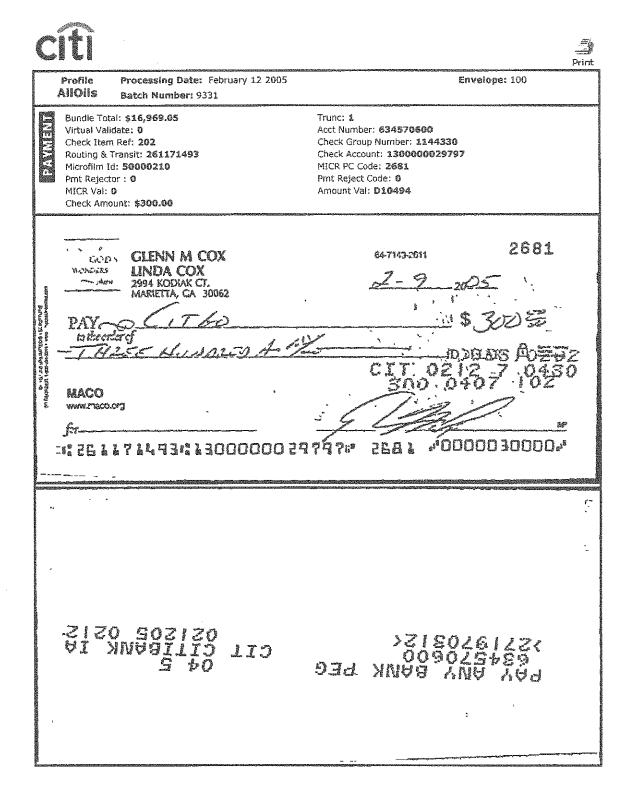


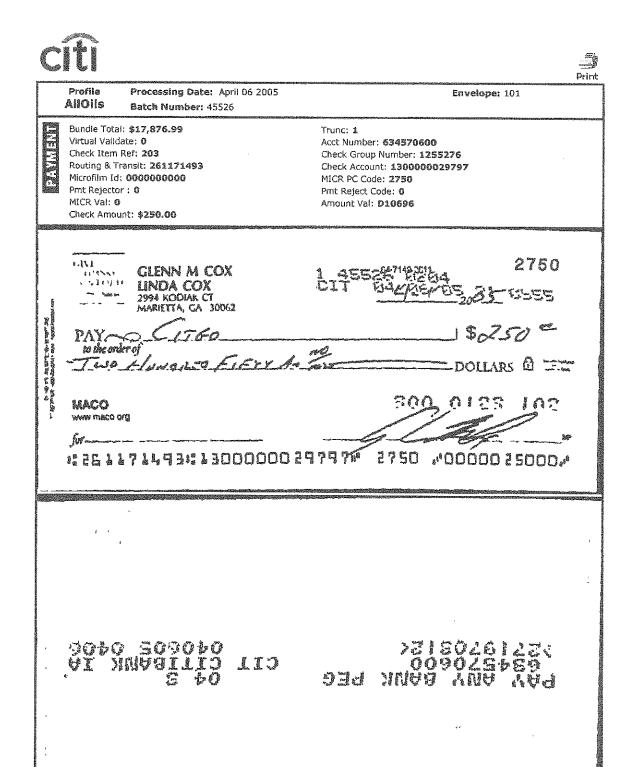
	Profile AllOils	Processing Date: October 08 2004 Batch Number: 60284	4 Envelope: 84
	Virtual Valida Check Item F	kef: 169 ansit: 261171493 20073293 : 0	Trunc: 1 Acct Number: 634570600 Check Group Number: 869024 Check Account: 1300000029797 MICR PC Code: 2510 Pmt Reject Code: 0 Amount Val: D10747
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	& Q O J	WASTES TES	SZYBZÓSIZK 6348ZÓGO BAY BMY BANK PEG

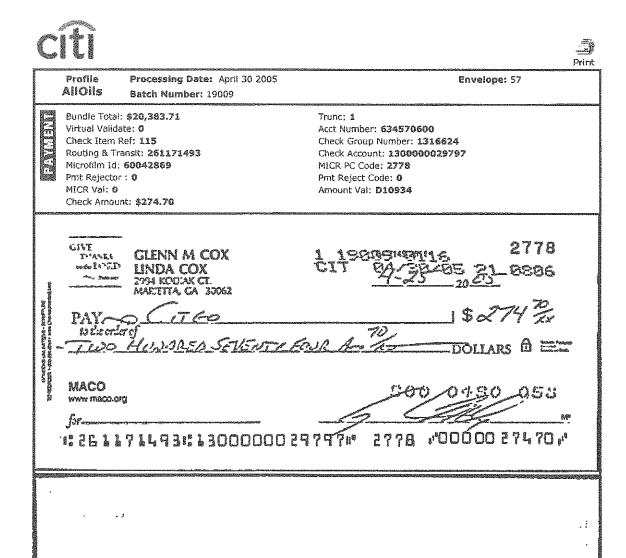




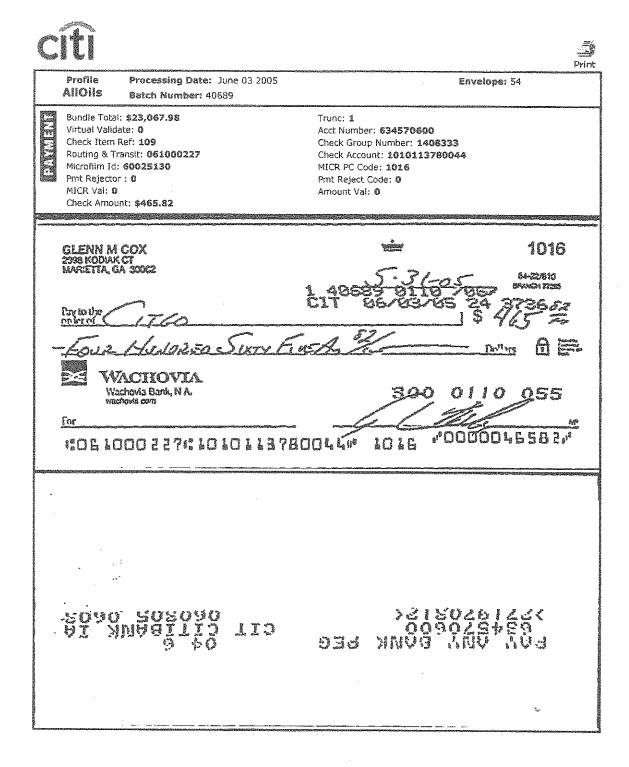
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Profi AllO	-	•
Virtu Che Rou Micr Pmt MIC	die Total: \$20,151.30 lai Validate: 0 lok Item Ref: 235 ling & Transit: 261171493 ofilm Id: 90021643 Rejector : 0 R Val: 0 lok Amount: \$50.00	Trunc: 1. Acct Number: 634570600 Check Group Number: 977135 Check Account: 1300000029797 MICR PC Code: 2555 Pmt Reject Code: 0 Amount Val: D10976
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	AVAQITIS 11.406511	PAY AWY BANK PEG  S34570600  S2150761754







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	Profile AllOiis	Processing Date: July 11 2005 Batch Number: 7265		nvelope: 16
	Virtual Valida Check Item R Routing & Tra	tef: 34 ansit: 261171493 0000000000 : 0	Trunc: 1 Acct Number: 634570600 Check Group Number: 1513771 Check Account: 1300000029797 MICR PC Code: 2838 Pmt Reject Code: 0 Amount Val: D10470	
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